

The Gazette of India

EXTRAORDINARY

PART II—Section 3

PUBLISHED BY AUTHORITY

No. 70] NEW DELHI, MONDAY, MARCH 29, 1954

MINISTRY OF LABOUR

NOTIFICATION

New Delhi, the 11th March 1954

S.R.O. 1027.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madurai, in the industrial dispute between certain employers at Port Cochin and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
MADURAI

Thursday, the 4th February 1954

PRESENT:

Sri E. Krishnamurthi, M.A., B.L., Industrial Tribunal at Madurai.

INDUSTRIAL DISPUTE No. 18 (CENTRAL) OF 1951

BETWEEN

The labourers engaged in the Stevedore, Lighterage and Head-load Labour in the Port of Cochin, represented by:

- (1) The Cochin Thuramukha Thozhilali Union, Mattancherry,
- (2) The Cochin Port Cargo Labour Union, Mattancherry,
- (3) The Cochin Port Thozhilali Union, Cochin,
- (4) The Cochin Pandikesala Thozhilali Union, Mattancherry.—*Petitioners.*

AND

The employers of Stevedore, Lighterage and Head-load Labour, in the Port of Cochin, *viz.*,

1. P. B. Abdulrahman Kutty, Cochin,
2. P. A. Abdulrahiman Kutty, Cochin,
3. Mr. Tejpal Liladhar, Stevedore, Mattancherry,
4. M/s. O. V. A. Hydross and Sons, Stevedore, Mattancherry,
5. M/s. Poovath Paree and Sons, Calvety, Cochin,
6. Mr. J. W. D'Cruz & Sons, Stevedore, Fort Cochin,
7. Mr. W. H. D'Cruz & Sons, Stevedore, Fort Cochin,
8. Mr. B. Paul Abrao, Stevedore, Fort Cochin,
9. The General Traders Ltd., Stevedore, Mattancherry,
10. M/s. E. M. Andrew & Bros., Stevedore, Fort Cochin,
11. M/s. Sorabji & Co., Stevedore, Jew Town, Mattancherry,
12. M/s. K. B. Jacob & Sons, Stevedore, Fort Cochin,
13. Mr. K. M. Hamsa, Stevedore, Calvety, Fort Cochin,
14. Mrs. Abdulla Oomer Sait, "Oomer Manzil", Cochin,
15. M/s. Darabshaw B. Cursetjee's Sons, Willingdon Island,

16. M/s. South India Corporation Ltd., Stevedore, Willingdon Island, Cochin,
17. Mr. S. M. Soopukutty, Stevedore, Mattancherry,
18. Mr. C. M. Bava, Stevedore, Mattancherry,
19. The Cochin Pilot Stores, Cochin,
20. The Mercantile Marine Supplies Agency, Fort Cochin,
21. Mr. A. Lopez, Sea View, Vypeen, Fort Cochin,
22. M/s. Majeed & Khader, Stevedore, Fort Cochin,
23. The Manager, H. E. Day and Company, Cochin,
24. The Manager, Pierce Leslie and Company, Cochin,
25. The Manager, Aspinwall Company, Cochin,
26. The Manager, A. V. Thomas and Company, Cochin,
27. The Manager, Vokkart Brothers, Cochin,
28. The Manager, Bombay Company, Cochin,
29. The Manager, Harisons and Crossfield, Cochin,
30. The Manager, Vasu Brothers, Cochin,
31. The Manager, Parry and Company, Cochin,
32. The Manager, Darrah Smail Company, Cochin,
33. The Manager, Mattheson Bosanquet, Cochin,
34. The Manager, Madura Company, Cochin,
35. The Manager, C. K. Cherialdulla, Cochin,
36. The Manager, P. Usman and Company, Cochin,
37. The Manager, Messrs. B. J. Khona, Mattancherry, Cochin,
38. Messrs Akbar Badshah, Mattancherry, Cochin,
39. Messrs National Steamship Company, Mattancherry,
40. Messrs C. K. N. Mehta & Co., Ltd., Mattancherry,
41. Messrs S. P. Arunachalam Chettiar, Mattancherry,
42. Messrs S. Kuppan Chettiar, Mattancherry,
43. Messrs Sha Dwarkadas Vallabhadas, Mattancherry,
44. Messrs General Traders Ltd., Mattancherry,
45. Messrs Nandagopal and Company, Mattancherry,
46. Messrs Mookkan Devassy Ouseph & Sons, Mattancherry,
47. Messrs John Thomas Porathukaran, Mattancherry,
48. Messrs A. R. Chokkalingam Chettiar, Mattancherry,
49. Messrs Shaw Devachand Moolji, Mattancherry,
50. Messrs Shah Haridas Madavji & Co., Mattancherry,
51. Messrs Makkar Pillai and Sons Ltd., Mattancherry,
52. Messrs A. V. George and Company, Mattancherry,
53. Messrs S. C. N. Sanyal and Company, Mattancherry,
54. Messrs Abdulrahman Gulam Hussain, Mattancherry,
55. Cochin Transporting Company, Mattancherry,
56. Sitaram Warhouse, Mattancherry,
57. Maniklal Bhagavanji, Mattancherry,
58. Yogia Pai Narayana Pai, Mattancherry,
59. Poptlal Moolji, Mattancherry,
60. The Eastern Trading Company, Mattancherry, Cochin,
61. Kamathi & Co., Mattancherry,
62. Oomersee Jayath Khona, Mattancherry,
63. Shah Pophthal Dayabhai, Mattancherry,
64. Mercantile Marine Service, Mattancherry,
65. Malabar Steamship Company, Mattancherry,
66. K. Johar and Company, Mattancherry,
67. Philipsons and Sons, Mattancherry,
68. A. N. Gunashenoi & Brothers, Mattancherry,
69. Y. A. Lonan Merchant, Mattancherry,
70. J. P. Brothers, Mattancherry,
71. Anderson Dawn and Company, Mattancherry,
72. K. V. John Merchant, Mattancherry,
73. Haji Ibrahim Kassam, Mattancherry,
74. C. L. Vareed, Mattancherry,
75. Javarilal Anand Ji,
76. Anthony Chandy Brothers, Mattancherry,
77. Abdul Hussain Abdul Khader & Co., Mattancherry.
78. P. D. Jappy Brothers, Mattancherry,
79. Shah Lakshmi Chand Tokershi, Mattancherry,
80. Shah Hirachand Madhawji, Mattancherry,
81. Pengal Vittal Nayak and Co., Mattancherry,
82. Bhagavandas Jummangadas, Mattancherry,
83. Mohamediah Steamship Company, Mattancherry,
84. South East Asia Shipping Company, Mattancherry,
85. A. R. Sulaiman & Co., Mattancherry,
86. M. R. Iyyappoo and Company, Mattancherry,

87. Indian Company, Mattancherry,
 88. G. L. Kiliker, Mattancherry,
 89. J. B. Adwani & Co., Ltd., Mattancherry,
 90. Goverdhan Hathi Bai & Co., Mattancherry,
 91. S. Palaniappa Pillai Merchant, Mattancherry,
 92. R. M. S. Gopalakrishna Pillai, Merchant, Mattancherry,
 93. Rasid Brothers, Merchant, Mattancherry,
 94. Shri Jai Narayan Traders, Merchant, Mattancherry,
 95. Das and Company, Singaporowala, Merchant, Mattancherry,
 96. Gujarathi Travancore Agency, Merchant, Mattancherry,
 97. Scindia Steam Navigation Co., Merchant, Mattancherry,
 98. The Hindustani Agencies, Merchant, Mattancherry,
 99. Nenshi Devashi Kathawala Ltd., Mattancherry,
 100. S. V. Ramaswamy, Merchant, Mattancherry,
 101. Chakola Lonappan Palu, Merchant, Mattancherry,
 102. Ismail and Devassy, Merchant, Mattancherry,
 103. K. A. Davies B.A., & B.L., Merchant, Mattancherry,
 104. Gulabdas T. Shah, Merchant, Mattancherry,
 105. Indus Export and Import, Merchant, Mattancherry,
 106. Kerala Mercantile Syndicate, Merchant, Mattancherry,
 107. Dulichand Omraoalji, Merchant, Mattancherry,
 108. K. V. Jacob and Company, Merchant, Mattancherry,
 109. S. N. V. Nataraja Pillai, Merchant, Mattancherry,
 110. Dawood Essa Essak, Merchant, Mattancherry,
 111. Bengal Bag Company, Merchant, Mattancherry,
 112. Narayanan Annappa Nayak & Co., Merchant, Mattancherry,
 113. The Trading Corporation, Merchant, Mattancherry,
 114. Vicerji Deya and Company, Merchant, Mattancherry,
 115. A. S. Bava and Sons, Merchant, Mattancherry,
 116. Sha Manikji Nagsi, Merchant, Mattancherry,
 117. Union Grain Supply Company, Merchant, Mattancherry,
 118. Duvan Haji Peermohamed Moosa, Merchant, Mattancherry,
 119. General Trading Company, Merchant, Mattancherry,
 120. J. H. Patel Company, Merchant, Mattancherry,
 121. V. N. Subramanyam, Merchant, Mattancherry,
 122. Ranjit and Company, Merchant, Mattancherry,
 123. Malabar Spices and Company, Merchant, Mattancherry,
 124. K. Rengappa Balinga and Company, Merchant, Mattancherry,
 125. Union Coir Traders, Merchant, Mattancherry,
 126. Govindji Brothers Ltd., Merchant, Mattancherry,
 127. P. N. V. Bandari, Merchant, Mattancherry,
 128. D. C. Johar and Sons, Merchant, Mattancherry,
 129. Sorabji and Company, Merchant, Mattancherry,
 130. C. A. Abdul Wahab, Merchant, Jew Town,
 131. K. Raman Nair, Merchant, Jew Town,
 132. E. M. S. Sheik Abdul Khader, Merchant, Jew Town,
 133. Byyyath Brothers, Merchant, Jew Town,
 134. S. Kader Moideen Rowther, Merchant, Jew Town,
 135. Malabar Coir Supply Company, Merchant, Jew Town,
 136. S. N. Lekshmana Iyer & Co., Merchant, Jew Town,
 137. Haridas Chatturbhuji, Merchant, Jew Town,
 138. M. A. Abdul Latiff and Company, Merchant, Jew Town,
 139. A. C. Shaik Mohamed Rowther, Merchant, Jew Town,
 140. T. N. Noormohamed and Co., Merchant, Jew Town,
 141. Abdulrahiman Haji Jacob, Merchant, Jew Town,
 142. B. M. Peter, Merchant, Jew Town,
 143. Government Sub Depot, Merchant, Jew Town,
 144. Narielwala & Co., Ltd., Merchant, Jew Town,
 145. Lover Brothers, Merchant, Mattancherry,
 145A. R. M. Parekh, Merchant, Mattancherry,
 146. Season Company, Merchant, Mattancherry,
 147. E. N. Gopichandran, Merchant, Mattancherry,
 148. Pothan Joseph Sons, Merchant, Mattancherry,
 149. T. T. Krishnamachari, Merchant, Mattancherry,
 150. Shri Haridas Madhavji, Merchant, Mattancherry, Cochin,
 151. Lekshmichand Rathensy, Merchant, Mattancherry,
 152. Chandy Devassikutty, Merchant, Mattancherry,
 153. Ismail Sooyi, Merchant, Mattancherry,
 154. Sampoorna Company, Merchant, Mattancherry,
 155. National Company, Merchant, Mattancherry,
 156. V. N. S. Kuppayandi Chettiar, Merchant, Mattancherry,
 157. P. S. N. S. Ambalaviana Chettiar, Merchant, Mattancherry,

158. Moolji Jaitha Co., Jew Town, Mattancherry,
 159. M. B. Khona, Jew Town, Mattancherry,
 160. New Dolera Steamship Ltd., Mattancherry,
 161. Gujarathi Tobacco, Cochin,
 162. A. K. Bava, Cochin,
 163. B. T. Patel, Cochin,
 164. V. E. Abdulkader, Cochin,
 165. U. C. Patel, Cochin,
 166. M. Patel, Cochin,
 167. P. Perumal Pillai, Cochin,
 168. B. J. Patel, Cochin,
 169. Karasandas Brothers, Cochin,
 170. K. B. Patel, Merchant, Cochin,
 171. A. B. Abdul Khader, Merchant, Cochin,
 172. S. Kassan Koya, Merchant, Cochin,
 173. H. T. Shah Company, Merchant, Cochin,
 174. V. M. Mammukutty, Merchant, Cochin,
 175. V. Moideen and Sons, Merchant, Mattancherry,
 176. V. K. Govindan Nair, Merchant, Mattancherry,
 177. R. K. Mohamed, Merchant, Mattancherry,
 178. S. G. Nagdas, Merchant, Mattancherry,
 179. Kesavan Nair and Company, Merchant, Mattancherry,
 180. T. B. Abdullah and Company, Merchant, Mattancherry,
 181. Binny and Company, Merchant, Mattancherry,
 182. C. C. Wakefield & Co., Ltd., Merchant, Mattancherry,
 183. J. C. W. Ltd., Merchant, Mattancherry,
 184. Makkar Pilla Company, Merchant, Mattancherry,
 185. Bata Company, Merchant, Mattancherry,
 186. K. Azaria Tea Ltd., Merchant, Mattancherry,
 187. Comersee Javath Khona, Merchant, Mattancherry,
 188. Eastern Trading Company, Merchant, Mattancherry,
 189. Pullikken Ouseph Anthony & Chacko, Merchant, Mattancherry,
 190. C. P. Gopalan Nair, Merchant, Mattancherry,
 191. Abdul Hassein Akberally Kathawala, Mattancherry,
 192. Manilal Company, Merchant, Mattancherry,
 193. M. V. Thomas, Merchant, Mattancherry,
 194. M. V. Joscph, Merchant, Mattancherry,
 195. C. P. Lonappan, Merchant, Mattancherry,
 196. V. S. Neelakantan, Merchant, Mattancherry,
 197. K. Perumal, Merchant, Mattancherry,
 198. P. M. Kamakshi Nadar, Merchant, Mattancherry,
 199. P. T. Varghese, Merchant, Mattancherry,
 200. M. I. Rappel and Co., Merchant, Mattancherry,
 201. Veerji Deya & Co., Merchant, Mattancherry,
 202. Central Trading Company, Merchant, Mattancherry,
 203. Kerala Produce Agency, Merchant, Mattancherry,
 204. South India Produce Co., Merchant, Mattancherry,
 205. Mavji Khanji, Merchant, Mattancherry,
 206. P. J. Cherian, Merchant, Mattancherry,
 207. Sunderdas Rathensy, Jew Town, Mattancherry,
 208. L. Annaswami Iyer & Sons, Jew Town, Mattancherry,
 209. N. D. Arwary, Jew Town, Mattancherry,
 210. Vasanji Lekemsee, Jew Town, Mattancherry,
 211. Trikumdas Arjun Bai & Co., Jew Town, Mattancherry,
 212. Purakkal Brothers, Jew Town, Mattancherry,
 213. K. Neelakanta Pillai, Jew Town, Mattancherry,—Respondents.

Mr. M. K. Raghavan and Mr. Ramachandra Menon, Advocates for Cochin Thuramukha Thozhilali Union,

Mr. T. C. Narayananutty Menon, Advocate, for Cochin Port Cargo Labour Union and Cochin Pandikesala Thozhilali Union,

Mr. B. Balagangandhara Menon, Advocate, for Cochin Port Thozhilali Union, Cochin,

Sri G. B. Pai, Sri P. Govindan Nair, and

Sri K. V. R. Shenoi, Advocates, Ernakulam for certain of the employers.

AWARD

By L. R. 2(345) dated 19th July 1951, the Government of India, Ministry of Labour, New Delhi, referred to Shri T. S. Viswanatha Iyer, B.A., M.L., the then Industrial Tribunal, Madurai, for adjudication the dispute between certain employers and their workmen at Port Cochin.

2. By L. R. 2(345) I dated 13th October 1952, the Government of India, Ministry of Labour, New Delhi, referred to me for adjudication the dispute between the certain employers at Port Cochin and their workmen.

3. This dispute arises as between certain employers in the Port of Cochin and workmen working in the said Port.

4. Statements of demands were filed on behalf of (1) The Cochin Thuramukha Thozhilali Union, Port Cochin, and (2) The Cochin Port Cargo Labour Union, Mattancherry, in respect of the matters in dispute.

5. A petition was filed on 30th December 1952, to implead another Union, Cochin Pandikesala Thozhilali Union, Mattancherry, and the said Union was impleaded by consent of all parties by order dated 5th January 1953. Subsequently, another Union, the Cochin Port Thozhilali Union, Cochin, sought to come on record and a petition was presented on its behalf on 17th February 1953. This was opposed, by the other Unions. Subsequently, the said Union was directed to be impleaded as a party by order dated 7th March 1953.

6. No statement of demands was filed by the Cochin Pandikesala Union, and the Cochin Port Thozhilali Union. It was represented, that the former stood generally by the demands of the Cochin Port Cargo Labour Union, and the latter by the demands raised by the Cochin Thuramukha Thozhilali Union.

7. On behalf of certain of the employers viz., Nos. 16, 23 to 34, 37, 39, 40, 41, 43, 46, 47, 48, 50, 54, 58, 60, 63, 64, 65, 67, 68, 75, 76, 79, 80, 85, 87, 90, 94, 96, 99, 101, 102, 103, 107, 112, 115, 120, 123, 126, 129, 132, 136, 142, 144, 145, 148, 152, 155, 157, 158, 160, 161, 163, 164, 165, 166 to 170, 172, 180, 184, 189, 191, 201, 204, 207 and 211, counter statements were filed resisting the demands on behalf of the workers. The others did not put in any appearance.

8. There was a petition filed by the Cochin Port Cargo Labour Union I.A. No. 1 of 1953, to receive additional statement and to amend the statement already filed. This was opposed on behalf of the employers and ultimately after contest, this petition was allowed by order dated 28th July 1953, and the amended statement was permitted to be filed.

9. On behalf of the employers memoranda were filed on 28th August 1953, alleging that no further statements were presented in answer to the amended statement of the Cochin Port Cargo Labour Union.

10. The following issues were framed:—

(1) Whether there should be recognition of the Cochin Thuramukha Thozhilali Union by the employers?

(2) Whether the recognition of a Trade Union by an employer is an Industrial Dispute within the definition of the term, under the Industrial Disputes Act, 1947?

(3) Whether the Tribunal has jurisdiction to decide on the question of the recognition of the Trade Union?

(4) Whether there should be abolition of contract Labour in (1) Stevedore, and (2) Head-load Sections?

(5) Whether the first interim Award dated 18th December 1951, is a bar to the consideration of the question of the abolition of contract labour so far as stevedore section is concerned?

(6) What exactly are the steps to be taken to ensure security of employment to all the workers?

(a) Whether a minimum basic wage should be paid, at the following rate:—

1. Full wages for 16 working days, and,

2. Half the full Wages of a day for ten days in a month, as demanded by the Cochin Port Cargo Labour Union.

(7) Whether the muster roll system of registering labour should also be introduced?

(8) Whether and what unemployment allowance should be paid to the workers?

(a) Whether unemployment allowance of Rs. 30/- per mensem or any other amount should be paid to each worker?

(b) Whether incapacitated or disabled workers with more than 20 years service are entitled to any and what pension and or gratuity?

(9) Whether the head-load workers are entitled to be paid at the rate and in the manner laid down in the statement of demands filed by the Cochin Port Cargo Labour Union and the Cochin Thuramukha Thozhilali Union? If not, what other manner of payment of remuneration should be adopted?

(10) Whether the head-load workers are entitled to have Sunday declared a holiday with wages?

(11) What should be the maximum load to be carried by a head-load worker when taking articles up-stairs?

(12) What should be the rate of wages to be paid to head-load workers in handling articles and packages injurious and dangerous to health?

(13) What kinds of cargo should be classed as injurious and dangerous to the health of workers?

(14) What wages should be paid to head-load workers who keep watch over the cargo in case they are employed to watch over the cargo?

(15) What precautions should be taken in the matter of using planks when transporting loads by head-load workers?

(16) What wages should be fixed for weighing, numbering, filling and stitching of bags?

(17) Whether it is necessary that bags should not be stacked higher than fifteen bags in a stack?

(18) What amount, if any, should be paid as unemployment allowance to head-load workers?

(19) Whether the interim award dated 18th December 1951, referred to by the Cochin Port Cargo Labour Union should be reviewed? and whether it should be set aside for the reasons mentioned in the petition filed by the Cochin Port Cargo Labour Union dated the 28th November 1952?

(20) Whether this Tribunal has jurisdiction to review the Award?

(21) If the award is to be set aside, what directions should be made regarding stevedores labour i.e., with reference to workers on board steamers?

11. The following additional issues were framed on 28th August 1953:—

(1) Whether the interim award dated 8th February 1952, and published on 1st March 1952, in the Official Gazette should be revised?

(2) Whether it should be set aside in the manner contended in the statement filed by the Cochin Port Cargo Labour Union?

(3) Whether this Tribunal has jurisdiction to set aside the said award?

(4) If the award has to be set aside what directions should be made regarding lighterage labour engaged on lighters in the matter of wages, working conditions etc.

(5) Whether there should be abolition of contract labour in lighterage section also?

(6) Whether the first interim award dated 18th Dec. 1951, is a bar to the consideration of the question of the abolition of contract labour so far as stevedore and lighterage sections are concerned?

12. Before dealing with the several issues, I shall set out certain events in connection with this adjudication.

13. By G. O. No. L. R. 2(345), dated 19th July 1951, the dispute between the employers mentioned in schedule I annexed thereto, and their workmen in respect so far as the Central Government was aware, of the matters specified in schedule II annexed thereto, was referred for adjudication to this Tribunal. Schedule I contained a list of 22 employers, and schedule II contained the list of the several matters in respect of which the dispute had arisen.

14. Subsequently, there was another reference by the Government of India, Ministry of Labour, in G. O. No. L. R. 2(345) II dated 8th November 1952, and it was stated therein, that as the dispute was of such a nature that other establishments of a similar nature were likely to be interested in and affected by the dispute, other establishment specified in the schedule thereto annexed, were also included in the said reference. Whereas in the first reference dated 19th July 1951, there were only 22 employers, in the second reference there are 192 employers in addition. Whereas in the first reference the Cochin Thuramukha Thozhilali Union, Cochin Port, Cochin, is shown as a party thereto, in the second reference the Cochin Port Cargo Labour Union Mattancherry, is also impleaded as a party.

15. It is common ground, that before the first reference was made negotiations were being carried on as between the employers on the one hand, and the Cochin Thuramukha Thozhilali Union, Cochin, Port, on the other, which put itself forward as representative of the workers. That is why only the Cochin Thuramukha Thozhilali Union was impleaded as a party to the first reference. Subsequently, on representation being made, that certain workers were represented by the Cochin Port Cargo Labour Union, Mattancherry, we find the said union a party to the second reference.

16. In both references, the common matters in dispute are set out in Schedule II. The general questions are referred to in Schedule II. The other matters can be grouped under three heads:—

- I. Workers on board steamers (Stevedore Labour),
- II. Work in connection with lighters and,
- III. Head Load Labour.

17. There was a memorandum of settlement with reference to Stevedore Labour dated 18th December 1951, entered into as between the Cochin Stevedores' Association, on the one hand, and the Secretary, Cochin Thuramukha Thozhilali Union, Port Cochin, on the other. The interim Award passed in terms of the settlement was published on 5th January 1952, at pages 35 to 39, Part II Section 3 in the *Gazette of India*.

18. This was followed up by a settlement in respect of the matters in Part II, in connection with lighterage; dated 7th February 1952. There was an interim award in terms of the said settlement published by notification of the Government of India, Ministry of Labour, No. L. R. 2(345), dated 25th February 1952.

19. A petition C. P. No. 12 of 1952 was filed in the Travancore-Cochin High Court, for issue of a writ of Certiorari, by A. P. Simon for quashing the prior award in I.D. No. 18 (Central) of 1951 passed on 18th December 1951, by this Tribunal. The decision of the High Court is published in 1953, I. L. L. J., page 739, and it was held that the award was good in every respect, and that the petitioner was not entitled to any relief. The petition was accordingly dismissed.

20. I shall next deal with the several matters that arise for determination.

21. *Issues Nos. 1, 2 and 3.*—In the statement of demands filed by the Cochin Thuramukha Thozhilali Union, it is alleged, that the said Union is the only representative trade Union of the workers engaged in the industry, and hence should be recognised by the employers, and that this was so recognised in the memorandum of settlement dated 10th December 1951, and 7th February 1952.

22. This request on behalf of the Cochin Thuramukha Thozhilali Union is opposed on behalf of the employers, as well as the other Unions. It is argued by Mr. G. P. Pal, appearing for the employers, that the question of recognition of a Union is outside the scope of the definition of an "Industrial dispute in Section 2(k) of the Industrial Disputes Act. It has been argued on behalf of the other Unions, that the Cochin Thuramukha Thozhilali Union, is not the sole representative of labour in the Port, and that there are other Unions also with equally large membership. The Cochin Thuramukha Thozhilali Union, Port Cochin, has produced its membership registers Ex. s. W. 9, W. 10, W. 33 and W. 34. The Cochin Port Thozhilali Union produced its membership register, which was marked as W. 42, but it was taken back on behalf of the said Union on 13th January 1954. It is not at present necessary to decide which is the more representative Union. It is sufficient for the purpose of this enquiry to hold, that this Tribunal has no jurisdiction to decide on the question of recognition. The recognition of a Union is eminently a matter for determination under the Indian Trade Unions Amendment Act of 1947 (Central Act XLV of 1947). The said Act makes provision for recognition of a trade Union. The matter at issue is left open for determination under that Act when it becomes effective. Support for my view can be found in the decisions in 1953, II, L. L. J., 901 (Burmah Shell Oil Storage etc., Company of India Ltd., Delhi and Their Clerical Employees) and 1951, I, L. L. J., 183 (Dyer Makin Breweries Ltd., Lucknow and the Distillery and Breweries Workers' Union, Lucknow) I find, on these issues, that the question of recognition of a trade Union by an employer is outside the definition of an "Industrial Dispute" as defined in the Industrial Disputes Act 1947, and that this Tribunal cannot adjudicate on the question of the claim for recognition put forward by the Cochin Thuramukha Thozhilali Union.

23. *Additional Issues Nos. 2 and 3.*—The contention is putforward that there are awards that have already been passed by the Tribunal in respect of issues

relating to labour employed in stevedoring work and lighters, based on agreements entered into by the various interested parties, that the said awards are still in force, and that this Tribunal has no jurisdiction to reconsider the issues and make a fresh award. On the other side it is argued, that the awards are not valid and binding and not conclusive of the matters, and that they should be set aside. Two petitions I.A.S. 8 of 1952 and 9 of 1952 were put in on behalf of the Cochin Port Cargo Labour Union impeaching the two awards, and praying that they should be set aside, and that fresh arrangements should be made. These petitions were posted for trial with the consent of parties along with the main dispute. In the statement filed on behalf of the Cochin Port Cargo Labour Union various demands have been put forth in the matter of stevedore labour, and labour engaged in lighters.

24. So far as the Cochin Thuramukha Thozhilali Union is concerned there is nothing in the statement of demands seeking modification of the two interim awards. No separate statement of demands has been filed for the Cochin Port Thozhilali Union as observed already.

25. With reference to the prayer for setting aside the two awards, in toto the definition of the term 'award' in Section 2(b) is important. An award is an interim or final determination of an industrial dispute or of any question relating thereto. The awards cannot be set aside by this Tribunal when they have become final so far as the parties thereto are concerned. They were good when they were made. The question whether they are valid and binding on the various parties now arrayed is an entirely different matter. I find, that the two awards in question cannot be altogether set aside.

26. *Issue No. 5 and Additional Issue No. 6.*—The next question is, whether the awards are valid and binding on the parties to the dispute now. Under Section 19(3) of the Industrial Disputes Act, any award shall, subject to the provisions of the said section, remain in operation for a period of one year, provided the appropriate Government may reduce the said period, and fix such period as it thinks fit. In the Gazette Publication referred to above, the Central Government have not issued any order regarding the period of operation under either of the provisos of Section 19(3) of the Industrial Disputes Act. Therefore, ordinarily, the awards would be in force for one year from the date of publication. The one year terminated on 5th January 1953, in respect of the first award, and on 25th February 1953, in respect of the second interim award.

27. Reference may be made to Section 19(6) which runs as follows:—

"Notwithstanding the expiry of the period of operation under Sub-section 3, the award shall continue to be binding on the parties, until a period of two months has elapsed from the date on which notice is given by any other party bound by the award to the other party or parties, intimating its intention to terminate the award."

It is pointed out that no notice expressing an intention to terminate the awards has been given by the parties thereto so far.

28. The extreme contention, that has been put forward before me is, that the Tribunal has become *FUNCTUS OFFICIO* and has no jurisdiction at all to reconsider the awards, that have been already passed or modify them, and that they are valid and binding on all parties as they are, and the several matters covered by them cannot be reconsidered at all.

29. In this connection the provisions of Section 18 of the Industrial Disputes Act are relevant?

18. *Persons on whom settlements and awards are binding.*—A settlement arrived at in the course of conciliation proceedings under this Act or an award which has become enforceable shall be binding on:—

- (a) all parties to the industrial dispute;
- (b) all other parties summoned to appear in the proceedings as parties to the dispute, unless the Board or Tribunal, as the case may be, records the opinion that they were so summoned without proper cause;
- (c) where a party referred to in clause (a) or clause (b) is an employer, his heirs, successors or assigns in respect of the establishment to which the dispute relates;
- (d) where a party referred to in clause (a) or clause (b) is composed of workmen, all persons who were employed in the establishment or part of the establishment, as the case may be, to which the

dispute relates on the date of the dispute and all persons who subsequently become employed in that establishment or part."

30. Under Section 18(a) the parties to the dispute at the time of the awards, were the workmen represented by the Cochin Thuramukha Thozhilali Union on the one side, and the 22 employers whose names are found in the notification dated 19th July 1951, on the other. Section 18(b) does not apply because it does not appear that any other parties were summoned or impleaded as parties to the dispute before the said awards were passed or published. Section 18(c) states, that the successors and assigns of the employers shall be bound by an award. Under the notification dated 8th November 1952, 192 fresh employers were shown as parties to the dispute. When these 192 employers are not shown as parties to the dispute except in the second notification dated 8th November 1952, it is not possible to hold that these are parties to the dispute, which existed, at the time the awards in question were passed. No advantage can be taken of Section 18(c) because the 192 employers are not the heirs, successors or assigns of the 22 establishments to which the dispute related at the time of the first notification.

31. Taking the case of the workmen, under Section 18(d) all persons who were employed in the establishments or part of the establishments as the case may be, to which the dispute relates, and all persons who became subsequently employed in that establishment or part would be bound by the award. In view of the fact, that there were only 22 establishments in the first notification, it can hardly be contended that the workmen employed in the 192 other establishments who became parties to the dispute as the result of the second reference by Government would be bound by the prior awards.

32. Another point of view that may be urged is, that the Cochin Port Cargo Labour Union, and the Cochin Port Thozhilali Union were not made parties at the time of the first reference, and that they came in only after the second reference. It is doubtful whether the interim awards would be strictly binding on the workmen represented by the two Unions referred to. In this connection the observations in *Swadeshi Cotton Mills Company Ltd., and others and their respective Workmen, 1953, I, L. L. J., 757*, at page 763 are relevant and are as follows:—

"Clause (d) however relates to the extended binding effect of agreements or awards on the other party to the dispute. As one workman cannot be in any sense much less, in law to be the successor of another workman, a rule laid down on the lines of clause (c) would be inappropriate. The plain meaning of clause (d) to us appears to be that where a body of workmen is a party on the one side in a representative capacity, their agreements with the employer or the adjudication of the Tribunal would be binding on all the workmen of the establishment present or future."

When a number of other establishments and the workmen employed in them were brought in subsequently, it can hardly be stated, that clause (d) would be applicable. The workmen of the other establishments cannot in law be regarded as the successors of those employed in the 22 establishments referred to.

33. On a strict application of Section 18, the proposition, that the prior interim awards are absolutely conclusive of the matters referred to and cannot be touched, that they cannot be reopened in any manner, and that this Tribunal cannot go into the merits of the matters covered by the said awards, is untenable and cannot be supported.

34. The further argument, that this Tribunal has become *FUNCTUS OFFICIO* to deal with the various matters covered by the two awards is equally useless. It must not be forgotten that there was a further reference by the appropriate Government in November 1952.

35. I find, that though the two awards cannot be set aside altogether, they are not conclusive, that this Tribunal has jurisdiction to go afresh into the various matters covered by the same, and that they are no bar to the reconsideration of the questions arising in respect of stevedore and lighterage labour.

36. *Issues Nos. 19 and 20 and Additional Issue No. 1.*—Another point urged is about the power of review. It has been urged, that the Industrial Disputes Act does not provide for review and that the petitions filed by the Cochin Port Cargo Labour Union are not maintainable. The decisions are not uniform about the power of review. In the *Meenakshi Mills vs. Their workmen* [Misc. Case No. III, C. 387 of 1953 (Review) in Appeal No. 133 and 134 of 1952] (not yet reported) it was held that there was no power of review following an earlier

decision cited therein, 1951, I. L. L. J., 469 at page 475. But in 1953, I. L. L. J., 264 (Patna Electric Supply Company Ltd., and Patna Electric Supply Workers' Union) the point was not decided and was left open. On the facts of the present case, the matter does not rest merely on the question whether the Tribunal has jurisdiction to review the previous awards. I have given my reasons already for holding that they are not a bar to the reconsideration of the several matters referred to in them. In fact as I shall presently show the parties themselves have requested certain modifications. I find, that apart from the power of review, all the several matters in connection with stevedore and lighterage labour must be decided afresh.

37. *Issues Nos. 4, 6, 7, 8 and 21.*—The next question is with reference to the various demands set forth.

38. I shall first deal with the matters relating to stevedore labour.

39. The question of recruitment of stevedore labour has been the subject matter of the greatest controversy. There is great rivalry among the several unions for leadership. Each claims to be the sole representative of the workers. This rivalry has in fact held up the conclusion of this enquiry much earlier.

40. The most serious objection was taken to the preference given in the interim award dated 18th December 1951, regarding the method of recruitment of stevedore labour. In paragraph 3 of the said award it is provided as follows:—

"In making its recommendation the Committee shall give preference to labour employed in stevedoring work at this port for over 18 months on this day and who are members of the Cochin Thuramukha Thozhilali Union."

Considerable opposition has been raised to this provision and it has been argued, that this gives rise to a closed shop, and that it excludes all others stevedore labourers who are not members of the Cochin Thuramukha Thozhilali Union. In other words, it is argued, that if the said provision stands, a monopoly is given to the Cochin Thuramukha Thozhilali Union in the matter of employment of stevedore labour.

41. At the time of enquiry, the parties were persuaded to come to an agreement about the awards. On behalf of the employers a statement Ex. M. 11 was filed, and it is stated therein, that the two awards dated 10th Dec. 1951, and 7th February 1952, may be confirmed subject to the modifications as set out below:—

"For the sentence above referred to, the following sentence shall be substituted:—

In making its recommendation the committee shall give preference to labour employed in stevedoring work at this Port for over.....months on....."

Mr. Pai for the employers suggested, that no worker without 18 months experience of stevedoring work should be recruited. He, however, stated, that he had no objection to the question of the date by which the necessary qualifications should have been secured by the employee, being left to the Tribunal. Another memo. was filed on 24th October, 1953 Ex. M. 12, that the employers did not want to lead any evidence regarding lighterage and stevedore labour on their behalf. Mr. Pai also endorsed as follows:—

"The period of qualification and the date by which that qualification should have been had are left open for the decision of the Tribunal after hearing arguments."

42. On behalf of the Cochin Port Cargo Labour Union a statement Ex. W. 1 was filed, setting out various suggestions for registering the workers and for distribution of work. In the further statement Ex. W. 2 filed by T. C. Narayana-kutty Menon on behalf of the said Union, it was stated, that the Tribunal may be pleased to consider the suggestions and pass suitable orders, and that the Cochin Port Cargo Labour Union was not leading any evidence in respect of these matters.

43. On behalf of the Cochin Port Thozhilali Union a statement Ex. W.3 was filed in the following terms:—

"We agree that the interim awards dated 10th December 1951 and 7th February 1952 to be modified as follows:—

"Section 1 Clause (3) shall be amended as follows:—

Delete the portion of the sentence beginning with 'for over..... C.T.T.U.' and in its place add the following 'for over six months on 1st September 1953'."

In other respects the awards may stand."

44. On behalf of the Union most affected, Mr. Raghavan, the President of the Cochin Thuramukha Thozhilali Union filed Ex. W.4, setting forth various matters in respect of the award. In Ex. W.5 it was stated, that the two awards may be confirmed subject to the suggestions contained in the statement Ex. W.4. The further statement is as follows:—

"In Section 1 Clause (3) of the memorandum of settlement appended to the award dated 10th December 1951 for the second sentence the following may be substituted:—

'In making its recommendation the committee shall give preference to the labour employed in stevedoring work in this Port over period of at least 6 months prior to 1st August 1952...the registration should begin at once.'"

45. Thus from a perusal of the several statements filed by the several parties as set out above, it can be gathered, that there is now agreement as between the parties about the deletion of the last sentence in Section 1 clause (3) of the first interim award. The most serious objection to the said award, the alleged monopoly given to the members of the Cochin Thuramukha Thozhilali Union, therefore disappears.

46. The next question is about the manner in which stevedore labour should be recruited.

47. All the parties are agreed before me at the outset, that a decasualisation scheme should be introduced, that a suitable committee should be formed for registering employers and employees, and for ensuring that every worker gets work in turn by rotation, and that necessary provisions must be put in for carrying out this object by way of addition to the first award while accepting the other terms thereof. In the statement of demands submitted by the Cochin Thuramukha Thozhilali Union, it is alleged, that the contract system existing in the Cochin Port is detrimental to the interests of labour, that the contractors entrust the work to sub-contractors, that these middle men take a substantial share of the wages of the workers, that the contractors constantly change, that the work is fairly permanent, that the contract system should be abolished, and that some security for employment should be provided even though at the present moment, the same workers are very often engaged by the employers at all times of the year. On behalf of the Cochin Port Cargo Labour Union, it is stated, that the contract system of recruitment of stevedore labour has the disadvantages of the casual system, and that it must be abolished by the introduction of a decasualisation scheme. It is further mentioned, that the problem of finding out suitable labour can be solved by the establishment of a labour pool controlled by a committee of representatives of the employers, employees and the Government, and that these pools can be established for different categories of labour also. It is asserted that without a decasualisation scheme, there is no guarantee for workers of a minimum number of working days, in a month, and that a minimum number of 16 days with full wages should be ensured. It is also stated, that work should be given in rotation to the workmen. On behalf of the employers, the plea is put forward that the work involved is odd and intermittent, that the labour concerned is casual and floating, and that contract labour cannot be avoided.

48. Generally stated, the demand for dock-labour depends on the arrival and departure of vessels, the size and nature of the cargo, as well as the casual and cyclical fluctuations. Generally in ports, there is labour in excess of minimum requirements. The main problem connected with dock-labour, is to devise suitable measures so as to reduce the hardship due to unemployment or under-employment to the largest extent possible. It is now increasingly recognised, that a policy of decasualisation should be adopted with a view to regulate the number

of dock-labourers in accordance with requirements, and to ensure that employment is given as far as possible to all efficient men. With a view to secure greater regularity of employment, it becomes necessary to provide for the registration of dock-workers, regulating the terms and conditions of employment, the rates of remuneration, hours of work, minimum pay etc. At the same time, it is also necessary to secure rapid and economic turn-round of vessels and speedy transit of goods through the port.

49. There are statutory schemes in force for the ports of Calcutta, Bombay and Madras. It has been stated before me by all parties that the Government of India is contemplating, the introduction of a scheme governing the employment of dock-labour in Cochin also, on the lines of the scheme obtaining in other major ports. Till such time as such a scheme is introduced and brought into force and becomes effective in this port, it becomes necessary to provide for the recruitment and regulation of employment of stevedore labour.

50. At the outset, it is agreed before me by all parties that according to the port rules, the employers engaged in stevedoring work must be licensed. Ex. M.13 (furnished by the Port authorities) contains a list of the stevedores (Ex. M.13 treated as confidential).

51. It is also agreed before me, that the stevedores should have a permanent staff of supervisors, tindals and winchmen. Ex. M.13 contains a list of the names of the several categories of staff employed under the different stevedores. There is a note also that all the firms had certified that the men whose names are found in Ex. M.13 are on their respective permanent list. There is no difficulty therefore about the men employed as "monthly workers" and who are on the permanent list. It is profitless at this stage to engage in any controversy about the right of the men shown in Ex. M.13 to be on the permanent list. Suffice it to say that the different categories of men whose names have been furnished to the Port by the Stevedore Employers as in Ex. M.13 shall be known as "monthly workers" and they shall be deemed to be permanent workers in the employ of their respective employers. However, any future vacancies in the ranks of these workers shall be filled up hereafter in the manner laid down in Annexure I and from among those recommended by the "Administrative Committee" (to which I shall refer) from among the Reserve Pool of workers.

52. The next question is about the method of recruitment to be followed in the matter of selection of stevedore labourers, in general, as distinguished from the "monthly workers" on the permanent list referred to previously. In the Award there is reference to the supply of labour through the Employment Exchange. But it is stated before me, that no such Exchange is functioning. It becomes necessary to provide suitable machinery for registering stevedoring labourers, for placing them in a common pool, and for rotating them as between the several licensed employers of stevedore labour according to need, and to maintain an assured supply of labour.

53. In this connection reference may be made to Ex. M.14 (M.14 treated as confidential). It shows the number of gangs, furnished by the Port authorities, engaged in connection with loading and unloading of cargo at the Port, for one year prior to 6th October 1953. A perusal thereof shows, that there is wide fluctuation in the number of gangs employed from day to day. The maximum number found employment only during the periods from May to August. This is said to be a seasonal Port. Mr. M. Balakrishna Menon, M.W.I., says, that there will be maximum work in the Port from 15th May to 15th September, the monsoon period. During the rest of the time the work is slacker. When there are fluctuations in the matter of demand, it is absolutely necessary, that there must be suitable machinery for recruitment of stevedore workers, pooling them in a common pool, and providing profitable employment to them by rotation.

54. All parties are agreed before me, that initially the recruitment of stevedore labourers, should be done by a committee, that the said labourers should be registered, and their names kept in a common register called the "Reserve Pool Register". In paragraph 6 of the Award, a committee consisting of one representative of each of labour, the stevedores and the Port, was to be constituted, and it was the duty of the committee to bring about settlement of all disputes that arose from time to time. In the statement filed by Mr. Raghavan, Ex. W.4, it is stated, that he was prepared to give representation to the other two unions also on the committee, and that three representatives of workers' Unions, two representatives of the stevedores' Association, a representative of the steamer agents'

sub-committee, and the Administrative Officer who is to preside over the committee, may be the members of the committee. This committee should finally decide who the stevedore workmen in the port are. No serious objection has been taken to the constitution of the committee as above on behalf of the Cochin Port Thozhilali Union. Mr. T. C. Narayananakutti Menon, however, contended in the statement Ex. W.1, that the committee should consist of three representatives of employers, three representatives of labour and that each member should act as President by rotation. It seems to me that the committee as suggested by Mr. Raghavan will be more representative. The contention of Mr. T. C. Narayananakutti Menon, that there is no need for representation being given to the steamer agents is not of any force. They are vitally interested in the speedy turn round of ships, and the quick handling of goods in the Port. I find, that so far as the employees, and employers, are concerned, the committee should consist of, three representatives of labour, two representatives of the stevedores association, and one representative of the steamer agents.

55. I agree with the proposal of Mr. Raghavan, that the Administrative Officer of the Port for the time being should be the *ex officio* Chairman of the Committee. Mr. Narayananakutti Menon has, however, objected to this proposal. The objection to the Administrative Officer being the Chairman is puerile and unfounded. The Administrative Officer is primarily interested in the working of the port, and is also a representative of the Central Government. I hold, that the Administrative Officer should be the Chairman of the Committee. I find, that the Administrative committee shall consist of (1) three representatives of stevedore workers (2) two representatives of the Stevedores' Association (3) one representative of the Steamer Agents and (4) the Administrative Officer of the Port of Cochin for the time being. As agreed to by all parties before me, the three representatives of the stevedore workers may either be the respective Secretary or the President for the time being, or any office bearer of each of the three labour unions *viz.*, The Cochin Thuramukha Thozhilali Union, The Cochin Port Cargo Labour Union, and the Cochin Port Thozhilali Union. The Administrative Officer for the time being shall be the Chairman of the Administrative Committee, *ex officio*. The decision of the majority of the members of the said committee shall prevail in all matters, and in case of a tie, the Administrative Officer shall have a casting vote. The number of members who shall constitute a quorum and the procedure to be followed shall be decided by the Committee. All further particulars about the Committee shall be as more fully shown in Schedule I.

56. The next question is about the workmen who should be registered and recorded as stevedore labourers by the Administrative Committee (hereinafter referred to as the 'Committee'). It has been argued, that the loading and unloading of goods into and from steamers, requires a certain amount of skill, and that even greater skill is necessary for stowage in hatches with an eye to economy of space, and that only workmen with a certain amount of experience should be registered as dock-workers. In the Interim award, it was provided, that only such workers, as had been employed in stevedoring work at the port for 18 months, were eligible for recruitment. In the statement Ex. W.1., Mr. T. C. Narayananakutti Menon stated, that it was sufficient if a labourer had at least six months experience. To the same effect is the memo. Ex. W.3 of the Cochin Port Thozhilali Union. Mr. Raghavan mentioned in Ex. W.4 that the workmen who had worked in the port for a period of six months should be taken as stevedore workers in the port. In the rules framed for the Bombay Port, there is no particular period of experience prescribed. But the qualifications for selection are mentioned in rule 13, and age not exceeding 40 years, physical fitness and capacity or experience, are insisted on. On the facts of the present matter, when the representatives of the workers' union are agreed, that there must be at least six months experience in the Port as a stevedore worker to qualify for registration, it is preferable that such a qualification is insisted upon. At the same time, it is not necessary to accede to the contention on behalf of the employers, that there must be at least 18 months experience, as a stevedore labourer. I find, that only such stevedore workers, who succeed in establishing before the Committee, that they have had at least six months experience of stevedoring work in the Cochin Port, shall alone be eligible for recruitment and registration.

57. The question, however, is about the date from which such experience is to be reckoned. According to the Cochin Thuramukha Thozhilali Union only such workmen who have worked in the port for at least a period of 6 months prior to 1st August 1952 can be taken in as stevedoring workmen. Mr. T. C. Narayananakutti Menon on behalf of the Cochin Port Cargo Labour Union, stated, in the course of arguments, that the date should be 1st November 1952. Mr. Balagangadhara Menon on behalf of the Cochin Port Thozhilali Union agreed that the date should

be 1st September 1953. So far as the employers are concerned, in the statement Ex. M.11, the question of fixation of date is left open to the decision of the Tribunal.

58. The contention of Mr. Raghavan is, that only such of the workers as were doing stevedoring work just about the time of the reference should be recorded as stevedore labourers. The reason why Mr. T. C. Narayananakutti Menon stated, that 1st November 1952 should be taken as the date, is, that this approximately coincides with the date of the second reference. It seems to me, that the reasoning behind the above suggestions cannot be accepted. It is not fair to exclude the workers who acquired experience subsequent to the first and second reference. While stress is now laid on avoiding unemployment, as far as possible, the adoption of the date as suggested by Mr. Raghavan and Mr. T. C. Narayananakutti Menon, will leave out employees, who have been working in the port as stevedore labourers, and have put in 6 months experience, subsequent to 1st August 1952. In my opinion, the later date 1st September 1953 is more reasonable and should be accepted. I find, that all stevedore labourers, who had put in 6 months experience as such workers, of stevedoring work, whether continuous or not, on 1st September 1953, shall be eligible for recruitment and registration as such labourers.

59. It is also necessary, that such stevedore labourers should be of sufficient physical fitness and free from disease.

60. The Committee referred to above, shall take steps to keep and maintain such records and registers, and in the form approved by the Committee, as may be necessary, of all stevedore employers, and workers. Those workers who are physically fit and free from disease, and who have put in six months experience whether continuously or not prior to 1st September 1953, but other than those who are monthly workers, shall be entitled to be registered as stevedore workers in the register called the Reserve Pool Register, and shall be known as Reserve Pool workers. The Committee will register only such Reserve Pool workers who prefer an application in writing for being registered, and a date will be fixed within which such applications should be made.

61. It has been argued that with a view to meet the expenses of day to day administration by the Committee, it is necessary that an application for registration should be accompanied by a fee of Re. 1. It is also pointed out that the provision for payment of such a fee will also minimise frivolous and vexatious applications. I am of opinion, that the levy of such a fee is necessary. The committee shall not entertain any application for registration unless it is accompanied by a fee of Re. 1.

62. In deciding whether a stevedore worker is eligible for registration and entitled to have his name entered in the Reserve Pool Register, a certificate granted by a licensed stevedore employer about the fitness and physical capacity and the requisite experience of the worker shall be *prima facie* evidence of such a worker's right to be entered in the register, and every worker who produces such a certificate shall *prima facie* be eligible for registration. In case of any dispute about the right of a worker to registration, the decision of the committee shall be final.

63. It has also been agreed before me, that there must be suitable provision for removal of workers for misconduct or any other justifiable reason. A dock worker who has been registered in the Reserve Pool Register, shall be removed from the register and refused employment, if he is found guilty of misconduct or other justifiable cause by the committee. Moreover if any such worker voluntarily seeks to go out of the Pool, his name may be removed at his request.

64. It is next agreed before me, that all the workers who are so registered in the Reserve Pool Register should be eligible for employment as stevedore workers, and should be divided into groups according to the cargo to be handled. The two kinds of cargo are (1) General and bag cargo and (2) Coal and sulphur. The committee may take such steps as may be necessary in their discretion for arranging the workers in the Reserve Pool Register into groups for handling the several types of cargo, and also for arranging the necessary classification of workers, by categories, as for example (1) Foremen, (2) Tindal, (3) Winchmen, and (4) Stevedore worker. The total number of workers in each category shall be fixed at the discretion of the committee. Vacancies in the categories of workers shall be filled up at the discretion of the Committee, and ordinarily by promotion of a worker from the next lower category at the discretion of the committee, and in making such promotions, seniority, merit and fitness and record of past service shall ordinarily be taken into account.

65. All parties are agreed before me, that the stevedore workers in the Reserve Pool should be split up into gangs and given work by rotations and according to the cargo to be handled. The committee will accordingly split them up into gangs. With reference to the strength of gangs, in the statement of demands filed on behalf of the Cochin Port Cargo Labour Union, it is stated, that the number of workmen in a gang should be as it was before the interim award, i.e., as follows:—

- (1) Filling and packing 41.
- (2) Bag Cargo, 21 to 23.
- (3) Coal and Sulphur 25.
- (4) Painting and Derrick raising 6.
- (5) Cleaning 23.

There is no satisfactory evidence as to why the arrangements embodied in the first interim award should be rejected. Moreover, in fixing the strength of the gangs of workers to be taken from the reserve pool, the existence of the tindal and winchmen of the permanent labour force to be maintained by the licensed stevedores under the Cochin Port rules should be taken into account. I find, that the strength of the gangs shall be as follows:—

- (1) General and bag cargo, 18 men (including one tindal and 2 winchmen)
- (2) Coal and sulphur, 22 men (including the tindal and 2 winchmen)

66. It has been argued before me, that owing to the great rivalry among the unions, as far as possible, gangs may be composed of men belonging to a particular union, and that it will be in the interests of safety and efficiency and discipline, and avoidance of friction, that there are no mixed gangs. As far as possible a gang may be composed of men belonging to a particular union, but this shall be entirely at the discretion of the Committee. It shall be the duty of the committee to split up the men into gangs, as stated above, and according to the cargo to be handled.

67. The monthly workers i.e., those on the permanent list of the employers, shall first be entitled to be employed by their respective employers in preference to workers in the Reserve Pool. For work which cannot be done by those on the permanent list and in the Monthly Register, workers on the Reserve Pool Register shall be employed.

68. The workers of each category on the reserve pool shall be allotted work by rotation. The allotment of workers to the several employers by rotation shall be by gangs, and the gangs shall be allotted by the Committee by rotation. When allotting work by rotation the principle of seniority may be borne in mind i.e., a worker may not be allocated unless all the registered workers of the same category above him in the register have been allocated.

69. Nextly, with reference to work in shifts, in the statement of demands of the Cochin Port Cargo Labour Union it is mentioned, that work should be by two shifts, i.e., by day and by night. There is provision for the same in the first interim award, and no exception has been taken to it before me. The said provision shall prevail.

70. With reference to wages and provision of free meals, strength of gangs and all other matters, it has been argued by Mr. T. C. Narayananakutti Menon, that these questions may be decided in the light of the objections raised in the statement of the Cochin Port Cargo Labour Union. I do not see any sufficient grounds for departing from the provisions of the first interim award in respect of all other matters, when there is no satisfactory evidence calling for a departure therefrom. I confirm the provisions of the first interim award in respect of all other matters.

71. It has been agreed by all parties before me, that with a view to effective working of the various arrangements referred to above and for carrying on the day to day work, the Administrative Committee should have a Special Officer, for carrying out the directions of the Committee, in the matter of, registration of employers and workers, keeping and maintaining the registers, discharging all functions in relation to disciplinary action, splitting up of workers into gangs, allotting them by rotation to the several employers etc. It seems to me, that in the interests of efficient day to day administration, it is necessary to have a Special Officer with a view to assist the Committee in its work and to carry out its executive functions. All parties are agreed before

me, that Mr. Balakrishna Menon, a highly respectable gentleman and the President of the Indian Chamber of Commerce, Mattancherry, is the most suitable person for the said post, and that he may be appointed as the Special Officer and Secretary of the Committee. Mr. Balakrishna Menon has expressed his willingness to serve as such, I find, that he or any other suitable person should be appointed Special Officer and Secretary of the Committee and he shall discharge all functions according to the directions of the Committee.

72. My finding with reference to stevedore labour is, that the arrangements mentioned in the first interim award, should stand but with suitable modifications as stated above in view of altered circumstances they are separately set out in Schedule I. It is hoped that the Committee will be constituted and begin to function without delay and thus ensure smooth working of the Port. The Administrative Officer and Mr. Balakrishna Menon may take the initiative in constituting the committee.

LIGHTERAGE LABOUR

73. *Additional Issues Nos. 4 and 5.*—The next question is with reference to lighterage labour. A compromise between the boat-owners on the one hand, and boat-crew of the Port of Cochin on the other, was entered into on 7th February 1952, and the award in terms thereof was published on 25th February 1952. No objection has been taken to the terms as contained in the said award on behalf of the Cochin Thuramukha Thozhilali Union or the Cochin Port Thozhilali Union or the employers. No evidence has been led on their behalf with a view to modification of these provisions.

74. So far as the Cochin Port Cargo Labour Union is concerned, Mr. T. C. Narayananakutti Menon stated in his arguments and also in the memo. dated 23rd October 1953, that the suggested modifications in the provisions relating to stevedore and lighterage are contained in the statement of demands submitted in the Cochin Port Cargo Labour Union, and that suitable orders be passed in the light of those objections. Mr. T. C. Narayananakutti Menon, however, made it clear, that no evidence was being led in respect of those matters. In the absence of any evidence tending to show that the arrangements contained in the said interim award, are unsuitable or that the provisions thereof require modification, I do not find any grounds for departing therefrom. The provisions of the said award appear to me to be quite fair and reasonable. They are hereby accepted and confirmed.

75. My finding about the arrangements to be made in connection with lighterage labour is that the award already passed should be accepted. The arrangements are contained in Annexure II to this Award.

HEAD LOAD LABOUR

76. *Issue No. 4 Part 2 and Issue No. 7.*—The evidence discloses that there are (1) workers doing head load work in Willingdon Island and (2) workers doing head load work in Mattancherry.

77. In the first place, it has been contended on behalf of all the Unions, that with a view to security of employment, the recruitment of headload labourers whether in the Island or elsewhere through contractors and employment of workers by the several employers, through contractors, must be abolished. It is argued, that the same system of decasualisation as is adopted in the case of stevedore labourers and dock-workers, should be adopted.

78. The above demand on behalf of the Unions, is strenuously opposed on behalf of the employers, and it is pleaded, that the headload labourers are a large body of unskilled men, and that it is next to impossible to introduce a decasualisation scheme so far as such workers are concerned. A number of witnesses have been examined in this connection in support of the respective contentions of the parties.

79. The evidence of Mr. Pattu Iyer, M.W.2 is, that foodgrains are the largest commodity handled at this port and also at Mattancherry. Mill produce, or Coir or Rubber, will be a very small percentage of the total cargo handled. Certain of the employers have given answers to interrogatories served upon them *viz.*, Ex. M.1 to M.4. In every one of these answers it is alleged, that the number of workmen employed varies day by day, that there is not enough work throughout the year, that most of them engage head load workers through contractors, that their work is seasonal and will be available only for a few days in a month, and that the said work is not permanent and is irregular, and of a casual nature depending on factors which cannot be foreseen, and are

beyond control. In other words, it is stated, that the work carried on by head-load labourers, is odd and intermittent and variable, and that because of these factors, employers are obliged to engage workers through contractors. The earnings also vary from day to day as can be gathered from the lists filed by the employers concerned in Ex. M.1 to M.4.

80. On behalf of the employers, Mr. Balakrishna Menon M.W. 1 deposes, that there are three classes of employers viz., steamer agents, Grain merchants and hardware merchants. Different kinds of cargo are handled by these different categories. The Cochin Port is a seasonal port, and there will be maximum work in the monsoon period which is from 15th May to 15th September and during the rest of the time the work is slack. He deposes, that it is not possible to casualise labour in the head-load section. He has made investigations regarding the variation in the number of workmen employed under different employers. The employment fluctuates according to demand, and will not remain constant for any period. There are some days on which employers have no work for head-load labour. He cannot affirm that there is work for head-load labourers during all the 365 days in the year. The maximum number employed by any employer on any day is about 50, and the minimum is three. Moreover, unless there is a contractor, labour cannot be controlled, and a minimum amount of work cannot be secured from the head-load labourers who are all engaged in the same kind of work viz., in transporting goods. The evidence of Mr. T. A. Kurian, M.W. 2 employee of Hanse Devesy and Company of Mattancherry, is, that head-load labourers are more casual labourers and that they are employed not by the firms but only by the "moopans". The work varies from day to day. He has no idea as to the number of men engaged by his employer. The "moapan" has been paying wages to the labourers, and there are moopans in almost all business houses in Mattancherry. The amount distributed as wages will be shown and entered in one lump, and not individual wage. The evidence of Mr. C. K. Prabakaran M.W.3 of Govindjea Brothers, is, that there are days on which there is no head-load labour work at all. Even on the days on which there is work, it varies from day to day. M.W. 4 is R. V. Varadarajan, an employee of Malabar Steamship Company, New Dholera Steamship Company and National Steamship Company. He says, that whatever head-load work is done by his employers is done through their contractor V. Kunhamad. The wages for head-load labour are paid into his hand. It has been elicited in cross-examination, that P. B. Abdul Rahimankutty was a sub-contractor under their stevedore contractor. This witness makes it clear, that there are days on which there is no work at all for head-load labourers. The wages are paid to the contractor who is called the "moapan". M.W. 5 Mr. S. S. Prabhu, the manager of Yogi Pai and Narayana Pai is, that the head-load labourers are a floating body, that on some days, some labourers work, that on other days others work, and that those who worked in 1951 and 1952 are not working for them now, with the exception of two persons K. A. Bava and Raman who have been working for them from about 10 to 15 years. He cannot remember the names of the labourers because they change constantly.

81. With reference to head-load work on Willingdon Island we have the evidence of Mr. P. C. Mathew and Mr. Varghese of M/s. Pierce Leslie and Company and Mr. Pattu Iyer of South India Corporation. The evidence of Mr. Mathew is, that head-load labourers in Port Cochin are paid only when there is work and according to piece rates. Likewise in the Island, head-load labourers are paid only by the piece-rate, and they are only casual labourers. The evidence of Mr. Pattu Iyer is, that labour is seasonal and casual. As per contract with the Port, his firm must retain a permanent labour force of 300. The highest number of labourers engaged on any day is about 1,200 inclusive of those engaged in Mattancherry, but exclusive of the 300 labourers he spoke of who are retained as permanent men. His further evidence is, that the 300 men are superfluous, and that no more can be registered as permanent workers. Whenever there is work, the 1,200 men who are registered are given preference.

82. Turning next to the evidence on behalf of the labourers, W.W.2 Hamsakoya who is employed under Chackola Lonappan Palu (101) deposes, that he has no work every day. No muster roll is being maintained. There is a moapan and he receives a wage along with the other workers. He and other employees do not get wages direct from the employer. If there is work to be given by the employer, the workers get work. This witness testifies as follows:—

"The moapan determines the number of persons required for work. We are engaged through him."

The evidence of W.W. 3 Moidu, head-load worker under A. R. Chockalingam (48) is, that he generally reports himself for work every day to the employer.

The workers have nominated another worker to receive wages, but he is not called moopan. W.W.4 Purushothaman states, that he has been working for Sundardas Rathansy (No. 208). Formerly, there was a muster roll being maintained by his firm, but this was discontinued about three years ago. The evidence of W.W.5 Vasu is, that he along with 12 others has been working for Govindjee Bros. He has been working from four years. He admits in cross-examination, that they are paid through moopans. There is no objection for him to work for Govindajee Brothers and if they want to go there, they work there. The moopan does not carry cargo. But he will do other work along with the others. The evidence of W.W.6 Ravindran is, that he is working for Hanse Devse Kathamvala (No. 99) and that 50 persons work in that firm. The witness has not worked for any other employer. W.W.7 Syed Ali states, that he is head-load labourer of A. V. Thomas and Company from about 5 years. He is paid according to piece rate. There is a moopan, and he is paid 10 per cent. of the total wages. His company gives the wages direct to the workers after deducting 10 per cent. due to the moopan. He does not know if there is a factory in the premises of A. V. Thomas and Company. He admits, that the work done in A. V. Thomas and Company is similar to that done in Peirce Leslie and Company. The evidence of W.W.8 Abdul Khader of Bata Company in Port Cochin is, that he is a permanent workman, but that no muster roll is maintained. E. A. Ali, W.W.9 a labourer in Madura Company, employer No. 34, is, that the said company is in Port Cochin and the work done therein is similar to that done in Bata and Company. In cross-examination he says, that there is a contractor and he pays the workers their cooly. If the workers do not report for work on any day no action can be taken against them. W.W. 10 P. S. Suanandan works for Peirce Leslie and Company Ltd., in Willingdon Island. His evidence is, that before direct agreement was entered into with the company i.e., Ex. W.16 (the original of which he has signed) all the workers were working under a contractor. He makes the statement that the facilities that workers get now are less than those that they got under a contractor. In spite of this, they wanted that the contractor should go.

83. A consideration of the evidence establishes, that the position taken up by the employers is well justified. There is a large body of head-load labourers who are unskilled, and who are just engaged in the transport of goods from place to place. They are a floating body and it is impossible to introduce any decasualisation scheme with reference to them. The nature of the work that is handled by them is also not constant. It varies from day to day. The evidence also establishes, that it has been the general practice to recruit them and engage them through moopans and pay them their wages through moopans. There are no reasons for disbelieving the evidence of Mr. Balakrishna Menon, that unless there is recruitment of head-load labourers through a moopan, it is difficult to control them or make them do their legitimate work. It is also clear from the evidence that the labourers change from employer to employer. The argument on behalf of the workers, that the contractor, a middle-man is depriving the wage earners of a large part of the earnings, that the contract system should be abolished, and that a scheme of decasualisation should be introduced, is not of any force. He doubt employers like Messrs. Peirce Leslie and Company have put an end to the contract system and have eliminated the contractor. The evidence of Mr. Kotchunni is, that Messrs. Aspinwall and Volkart Brothers have also eliminated the contractor. But W.W. 10 would seem to believe, that this has resulted in a negation of facilities which workers were otherwise enjoying, when they were employed through a contractor. I have also referred to the evidence of some of the witnesses, that the contractor who has been called a 'moopan' in the evidence just receives an ordinary wage like the other workers. The evidence of Mr. Kotchunni is, that a moopan is given one wage as other workers. The employers may also give extra remuneration to him. Messrs. Chakola Lonappan Palu and South India Corporation and Sundardas Babhanse pay extra remuneration to moopans. The further evidence of Mr. Kotchunni is, that some leading firms do not employ head-load labour at all. He admits, that Messrs. Lever Brothers engage Mercantile Marine Services, No. 64 and Moideen Sons No. 61, as forwarding agents, and all the head-load labour is employed by the above said two concerns. He further admits, that he is unable to contradict the statement that Messrs. Lever Brothers do not employ any head-load labour at all. He goes so far as to say, that he has no objection to Messrs. Lever Brothers being struck out of the list of employers, provided, their present contractors, the two firms mentioned above are not removed by the said firm. This really proves, that the existence of the contract system is not necessarily prejudicial to the interests of the workers, and on the contrary establishes the paramount need therefor in respect of certain employers.

84. On behalf of the Cochin Thuramukha Thohilali Union Ex. W.11 has been produced as the list of head-load labourers, under various employers. The correctness or otherwise of the said list is not a question for determination now. It may be that some of the workers have found employment under the same employer, for sometime. This cannot have any material bearing, on the question of the abolition of the contract system, and the introduction of a decasualisation scheme. It is open to employers to have a permanent force of head-load labourers, as for example, the South India Corporation, which maintains a permanent force of 300 men. This does not, however, lead to the conclusion that the system of recruiting head-load labourers through moopans or contractors as obtaining at present should be put an end to forthwith.

85. In this connection, reference has also been made by Mr. Pai on behalf of the employers to the decision in 1952, II, L.L.J., 470, Bank Line (India) Ltd., and their workmen. There the decision arose with reference to tally clerks, who were found to be an indefinite floating body, and "was held that the contract system could not be abolished. The reasoning therein applies in a large measure to the facts of this case so far as head load labour is concerned.

86. At the same time, it does not necessarily mean that the system of maintaining a muster roll should not be followed. It will be in the interests of every one concerned, that the respective employers should keep a muster roll of the head load labourers whom they employ, whether through contractors or directly, and record therein the names of the labourers, the work done by them, the duration of the said work, the days and dates on which they did work, and the wages paid to them. The evidence discloses, that some firms formerly maintained a muster roll of the head load labourers employed by them, but discontinued it recently. Even though the system of decasualisation cannot be adopted so far as head load labour is concerned, it does not necessarily follow, those workers who have been working under an employer for a long time should be arbitrarily thrown out. The system of maintaining a muster roll on the lines stated above, will act as a check on the summary and arbitrary dismissal of workers and ensure as far as possible a certain measure of continuity of employment. I find on issue No. 7, that the employers employing head load labour, whether through contractors or moopans or otherwise, should maintain a muster roll containing the names of the employees, the wages paid to each of them daily, the dates on which they were employed, and the duration of their employment, and the work done by them.

87. The contention has been put forward on behalf of the workers, that some of the head load labourers are working on a permanent basis under some employers, and that their rights should not be prejudiced in any manner by my finding as above, and especially when a number of petitions under Section 33-A are pending. I have already referred to Ex. W. 11 the list produced by Mr Raghavan. Whether the workers named therein are permanent head load labourers of the several employers, does not arise for determination at this stage, and there is also no evidence in respect of the same. My finding as above will not affect the rights, if any, of any head load labourer, who claims to be employed on a permanent basis under any of the employers. This will not also affect the rights of either of the parties in the matter of the numerous petitions that have been filed under Section 33-A by several head load workers, and the said petitions will be dealt with on their respective merits.

88. On a consideration of all matters my finding on Issue No. 4 Part 2 is, that the contract system cannot be abolished or eliminated in the matter of recruitment of head load labour, and that a scheme of decasualisation in respect of such labour cannot be introduced at present. This is, however, subject to the adoption of muster roll system referred to above, in paragraph 86.

89. I shall next deal with the several detailed contentions that have been put forward in respect of head load labourers.

90. *Issue No. 8-A and No. 18 (No. 9 Distribution of unemployment dole).*—In the statement filed on behalf of the Cochin Thuramukha Thohilali Union, it is alleged, that throughout the year the workers depend upon their employers for work, that sometimes they are thrown out of employment due to no fault of theirs, and that an unemployment allowance of Rs. 20/- should be paid to each worker. The Cochin Port Cargo Labour Union claims, that the distribution of unemployment dole will not arise, if 16 days work with full wages, and ten days attendance wages are guaranteed. The evidence of Mr. Kotchunni is, that if there is work a man may earn about Rs. 5/- to Rs. 6/- per day but on some days he does not earn even 4 annas. The evidence of Mr. Pattu Iyer is, that on days on which the 300 workers who are retained permanently have not worked Rs. 2-8-0 is paid to

each worker. This system followed by the South India Corporation is based on an agreement with the workers, and cannot apply to the entire band of head load workers. It is suggested on behalf of the employers, that ordinarily the number of head load labourers is about 10,000. Mr. Kotchunni admits, that they are atleast 1000. When there can be no system of decasualisation, and when it is not possible to introduce such a system, the claim for payment of unemployment dole or allowance cannot be sustained. The said demand is accordingly rejected.

91. *Issue No. 8(b): Payment of Pension or Gratuity.*—There is a demand for payment of pension or gratuity to disabled or incapacitated workers with 20 years service. The demand by the Cochin Thuramukha Thozhilali Union is, that pension at the rate of half month's salary should be paid to disabled workers with 20 years of service. In the alternative gratuity at the rate of 2 months salary for every year of service is claimed. There is no evidence with reference to this matter also. When the system of decasualisation is found not practicable, and there is no fixity of term— it is hardly possible to hold that the system of paying pension or gratuity can be adopted. This demand also is rejected.

92. *Issue No. 17: (8, Stacking of bags).*—The Cochin Thuramukha Thozhilali Union alleges, that not more than 15 bags should be stacked in a layer, to avoid danger caused by falling of bags. A similar demand is made by the Cochin Port Cargo Labour Union also. The evidence of Mr. Kotchunni is, that stacking is done upto 20 to 25 bags height in Mattancherry now. Stacking more than 15 bags is not advisable, because workers have to step up over the bags, and the buildings are unsafe. At the transit shed in the Island, stacking is not done for more than a height of 15 bags. Accidents are occurring on account of falling of bags, by overstacking. In cross-examination he admits, that during the last six months there have been no accidents as a result of stacking over 15 bags. But during the last one year there were 3 accidents. The workers involved in the accidents were given some massaging. The evidence of M.W. 4 Mr. Varadarajan is, that there are seven godowns belonging to his firm, and normally stacking is done upto 25 bags. There may be one or two tiers above the height of the wall. The stacking of 25 bags is not dangerous in a large godown. The godown of his firm, is about 125 feet long and 60 feet broad, and the height of the wall is 16 feet to 18 feet. There was no accidents at all in his godown as a result of stacking upto 25 bags, and it is not unsafe to stack bags in large godowns like those of his firm. I am not prepared to accept the evidence of Mr. Varadharajan about the general practice of stacking over 15 bags. The evidence of Mr. Kotchunni proves, that in transit sheds in the Island stacking is not done for more than a height of 15 bags. It is admitted on all hands that in Mattancherry the godowns are old and that there is not enough room therein. Mr. Balakrishna Menon, M.W. 1 deposes, that if there is sufficient space, it will be safer to limit the stacking up to a height of 15 bags. I accept the evidence of Mr. Balakrishna Menon a highly respectable witness. The fact that Mr. Kotchunni's evidence shows, that there have been few accidents is no reason for allowing stacking to a height of more than 15 bags. The stacking of bags in a tier in a godown either in the Island or Mattancherry shall be limited to 15, and no bags shall be stacked in a layer or tier to a height of more than 15 bags in a godown.

93. *Issue No. 15: (6. Abolition of use of wooden planks for transporting cargo).*—It is alleged in the statement filed by the Cochin Thuramukha Thozhilali Union, that sometimes wooden planks are used as a bridge to connect the lighter with the shore, that shore workers have to carry head loads over this bridge, that this has proved to be dangerous, and that it should be abolished. In the statement filed by the Cochin Port Cargo Labour Union, it is alleged, that the system of using wooden planks for transporting cargo is dangerous, and that they should be replaced by safer materials. There is no evidence let in on either side with reference to this question. No alternative suggestion has been made on behalf of the workers by Mr. Kotchunni, or by the other workers in their evidence, as to the manner in which this operation should be carried on. However, it is necessary that sufficient safeguards should be provided for carrying out the operation of transporting cargo from the lighters, to the shore. In the statement of arguments Ex. W. 44 page 6 filed on behalf of the Cochin Port Cargo Labour Union, dated 11th January 1954, with reference to issue No. 15, it is stated as follows:—

"It is a common sense problem and the only demand is the safety of the workers. Generally speaking, the following precautions should be taken
 (a) the planks should not slip (b) they should be wide enough so that the worker should not slip his steps (c) they should be strong enough and should not break during the process."

It seems to me, that the suggestion made above is reasonable and should be accepted. I find, that the above precautions in the matter of use of wooden planks for transporting cargo should be observed.

94. *Issue No. II: (Ban on workers carrying upstairs any article weighing more than 50 lbs).*—It is alleged by the Cochin Thuramukha Thazhilali Union, that it is necessary to limit the maximum weight of the articles to be carried upstairs by the workers, that sometimes they are asked to carry very heavy loads, and that this is fraught with danger to them, and that there should be a ban on workers being made to carry upstairs loads of more than 50 lbs. It is in the evidence of Mr. Mathew, M.W. 6, that head load labourers in this port carry loads on their head, whereas in Madras they carry loads on their back. The evidence of Mr. Balakrishna Menon is, that normally able bodied men can carry easily a standard bag of 160 to 180 lbs. over a distance of 75 yards, and they carry much loads even longer distances. There is no evidence on either side with reference to this particular operation. However, I find, that the demand by the workers may be limited to packages over 56 lbs. I find, that no single head load worker should be made to carry a load of more than 56 lbs. at a time while carrying the same upstairs.

95. *Issues Nos. 9, 10, 12, 13, 14 and 16: (Demands Nos. 1, 2, 4, 5, 7).*—The next question is with reference to fixation of wages for head load labour.

96. It is alleged by the Cochin Thuramukha Thozhllali Union, that basic wages have not been fixed for head load workers, that a basic salary of Rs. 115/- per month should be fixed and the provisions of the Factories Act applied, and that wages as shown in the list should be paid. In the statement of demands of the Cochin Port Cargo Labour Union, it is alleged, that a time rate of Rs. 4/- per head per shift, and 10 annas extra for the head coolies with a guarantee of 16 days full wages and 10 days attendance money, should be granted, or a daily wage cum piece rate, with a monthly minimum of Rs. 75/- for an ordinary labourer and Rs. 90/- for the head coolies, should be fixed. There is also a demand that piece rates should be increased by 50 per cent. Extra wages should be paid for work on Sundays, and on other days which should be declared holidays. For those working at the Willingdon Island, an Island allowance of 12 annas per day per head should be paid. In Ex. W 44 it is alleged, that the condition of workers is appealing, that the highest average weekly earnings of a head load worker in 1953 is Rs. 22/- at Willingdon Island, that the general average is below Rs. 10/- and that head load workers should be paid at the rate and in the manner laid down in the statement of demands.

97. The contention on behalf of the employers is, that the rate of wages obtaining immediately before the middle of May of 1951 are reasonable and adequate and compare favourably with wages obtaining in the area that subsequent changes were due to threats and strikes and slow-down tactics, and that wages that prevailed prior to 1951 should be restored. In any case, it is alleged, that the prevailing rates of remuneration are fair and adequate, and need no revision.

98. The demand put forth in respect of wages, by the Cochin Thuramukha Thozhllali Union shows, that piece rate wages are asked for. It is clear from the evidence also that the wages are paid on a piece rate basis for many operations. There is no dispute before me, that the system of paying by piece rates should be followed except in a few cases.

99. It is common ground, that in fixing wages distinction must be drawn between (1) The Willingdon Island and (2) Mattancherry.

100. In the first place, I shall deal with the rates, that should be paid in the Willingdon Island.

101. When dealing with this question, it must be stated, that so far as the South India Corporation is concerned, the position is different, as there are agreements entered into with workmen. The following remarks will not apply to the South India Corporation, with which I shall deal later.

102. On behalf of the employers Ex. M. 9 is produced as a comprehensive list of rates for various operations. It is mentioned in the preamble that the operations performed are classified in schedule I, that the types of cargo handled are classified in Schedule II, and that different standardised rates have been shown for each category of work in Schedule III. It is asserted that the rates work out at a flat rate of about 5 annas per ton.

103. According to the evidence of M.W. 6 Mr. Mathew, who is Mercantile Assistant of Messrs Peirce Leslie and Company, Ex. M. 9 contains standardised rates for Willingdon Island. He helped in the preparation of the rates. A committee of the Chambers prepared the schedules. Though he was not a member of the committee, he was invited to render technical assistance. The committee took into consideration all the rates available in the area. Ex. M. 8 and M. 8(a) are lists

showing the several rates paid by his firm Messrs. Peirce Leslie and Co., for various types of operations on Willingdon Island. Mr. Mathew explains that all the rates were simplified and put in a standardised form in Ex. M. 9. The standardised rates in Ex. M. 9, are less than the rates adopted by his firm as shown in Ex. M. 8 and M. 8(a) by about 15 per cent. In the matter of certain individual items, the rates of some companies may be higher and of some companies may be lower, than the rates in Ex. M. 9. In cross-examination, he deposes, that Ex. W. 15 is the agreement, and Ex. M. 8(a) is the schedule of rates agreed upon with the Cochin Thurzmukha Thozhilali Union by his firm. He does not believe that the standardised rates will be difficult to follow. He explains that all the incongruities and anomalies were removed, that an average of all the rates prevailing was taken into account, and that the rates were standardised in Ex. M. 9. Mr. Verghese M.W. 7 is the Chief Labour Officer of Messrs. Peirce Leslie and Company. He retired as the Commissioner of Labour of the Travancore Cochin State Government. He was a convenor of the committee formed by the Cochin Chamber of Commerce for standardising rates. Mr. Murphy of Messrs Aspin Walls Co., Ltd., Mr. Sim of Messrs. Harrison and Crossfield, Mr. May of Madura Company, and Mr. Shakur of Volkart Brothers, and himself were the members of the Committee. Mr. Balakrishna Menon M.W. 1 and Mr. Patti Iyer of the South India Corporation, were co-opted to the committee. The rates were then standardised with the assistance of technical men like Mr. Mathew. They standardised the rates, because of the bewildering mass of existing rates, given by individual employers. The committee thought, that the categories of cargo should be brought down to the minimum, and that the rates should be standardised so as also to admit of new items being fitted into the scheme without difficulty. Mr. Verghese explains the method by which the rates were standardised. He states, that a comparative tabulated statement of all the employers and rates was prepared, that they made out a schedule of cargoes containing the irreducible minimum of categories with special reference to the weight and shape of packages, and that the most common and widespread rate that was prevailing, was taken as the standard rate. If the scheme contained in Ex. M. 9 is made the steelframe for headload workers, it will lead to efficiency, and also give labour an economic wage and a decent wage. Each worker will get on an average Rs. 5/- or Rs. 6/- per day. It is admitted that no labour organisation was consulted. Mr. Verghese however mentions that in preparing Ex. M. 9 the interests of employers, labourers, and the Port, were kept in mind.

104. The evidence of Mr. Kotchunni is, that the existing head-load labour rates as fixed by Messrs. Peirce Leslie and Company, as shown in Ex. M. 8 and M. 8(a) are not questioned. He is willing to accept these rates for labour in the island, except in respect of some operations. Those are:—

- (i) For single marking Re. 1/- should be given as against 5 annas.
- (ii) For taking delivery from Harrison and Cross fields, the rate must be Rs. 3-2-0 as against Rs. 1-7-6.
- (iii) For loading and unloading tea chests into and from wagons Rs. 5-10-0 per 100 chests, must be paid as against Rs. 3-7-0.
- (iv) If workmen did work after 6 P.M., 33 and 1/3 per cent. should be given extra as against 8½ per cent.
- (v) For working on Sundays, double the ordinary rate should be given.

105. There is next the evidence of W.W. 10, P. A. Sadananthan an employee of Peirce Leslie and Company. He says that he is working in the company for the last 13 years. He speaks to the agreement entered into with workers on 22nd February 1953 i.e., Ex. W. 16. He mentions, that work as in Peirce Leslie's is done by Messrs. Volkart Brothers, Harrison and Crossfield, Matheson Bosanquet, Sitaram Ware House, A. V. Thomas and Company, and Sorajbji's. The said companies have adopted the rates of Messrs. Peirce Leslie's. He then gives a list of various rates for different kinds of work, and mentions that except in respect of the disputed items referred to by him, all the other rates are acceptable. It may be stated, that for certain items not referred to by Mr. Kotchunni, this witness wants enhanced rates. He further deposes, that for work after 6 P.M., 8 per cent. is paid. He demands at least 50 per cent. of the ordinary rates as extra wages for work after 6 P.M. When D. S. Cursetjee and Sons were doing the work now being done by Peirce Leslie's, double wages were being paid for working after 6 P.M., and on Sundays. He further says, that such double wages were being paid when Abdulrahmankutty was the contractor.

106. From the evidence on behalf of the workers, it is fairly obvious, that the rates of wages as paid by Messrs. Peirce Leslie and Company are acceptable to them, except in relation to certain items. The evidence of Mr. Mathew and Mr.

Vergheese, two highly respectable witnesses is, that as there are lots of incongruities and anomalies in the rates, it was thought, that the best method in the interests of every one concerned, was to standardise the rates. There can be no doubt at all, and the fact must be appreciated, that a lot of labour and thought have gone into the preparation of Ex. M. 9, and M. 10 to which I shall refer later.

107. At the same time, it must be remembered that Mr. Mathew admitted, that the rates in Ex. M. 9, may perhaps be lower by about 15 per cent. in respect of certain items. Mr. Raghavan was at first reluctant to adopt the standardised rates shown in Ex. M. 9. Ultimately he agreed to accept the rates therein mentioned, subject to the addition of 25 per cent. to the said rates. A Memo. was filed by Mr. Raghavan on 12th January, 1954, Ex. W. 43, stating, that he was prepared to accept the standardised rates in Ex. M. 9 with an increase of 25 per cent. over Ex. M. 9 rates, provided that the workmen should not get a lower rate, than that fixed under the agreement with Messrs. Peirce Leslie and Messrs. Volkart Bros. Mr. P. T. Jacob of the Cochin Port Thozhilali Union stated that he was prepared to accept a 25 per cent. of increase of the rates including the South India Corporation and other employers. Mr. Pai objected to addition of 25 per cent. to the rates in Ex. M. 9 but was agreeable to payment of 20 per cent. extra. It seems to me that an addition of 20 per cent. to each of the rates as shown in Ex. M. 9 will be fair and reasonable in the circumstances of this case.

108. Considering the entire evidence, I find, that for head load workers in Willingdon Island, the rates of wages as contained in Ex. M. 9 plus 20 per cent. of the rates as shown therein, in respect of each item, shall be paid for the respective operations, this is subject to the condition (1) that whenever the rate for any operation as fixed in Ex. M. 9 plus 20 per cent. thereof, is less than that for that item and operation fixed in Ex. M. 8(a), the workers will be paid as per the higher rate in Ex. M. 8(a) and (2) that wherever a higher rate is prescribed for any item and operation in any agreements in writing entered into with workers by any employers, such higher rates shall be paid so long as such agreements remain in force.

109. The above conclusion shall apply, with reference to head load work done in the Willingdon Island, except in the case of (1) M/s. South India Corporation (2) in respect of work done after 6 P.M. and (3) in respect of work done on Sundays and recognised holidays. I shall deal with these matters *seriatim*.

110. Firstly, with reference to the rates that should apply so far as the South India Corporation is concerned, the evidence of M. W. 8 Mr. Pattu Iyer who looks after the Labour Department of his company is, that agreements were entered into with workmen by his firm viz., Ex. M. 15 dated 25th April 1952, and W. 20 dated 1st July 1952. The South India Corporation are contractors for portage work at the wharf. They are also contractors for the Travancore Cochin State, for food supplies. For portage work at the port, they get 0-9-6 a ton, and for handling supplies for the Travancore Cochin State Government, they get 5-2-0 per 100 bags. I have already referred to Mr. Pattu Iyer's evidence showing, that a permanent labour force of 300 men is maintained according to the agreement with the port. The highest number of casual labourers engaged in a day is about 1200. The 300 men retained are permanent workmen so long as his firm's contract with the Port subsists. The 1200 casual workers have been registered, and no work has been given to any outsiders in the wharf area in the matter of Port work. Apart from the 1500 workers referred to, his firm had no occasion to engage any outsider.

111. The evidence of Mr. Kochunni is, that for the 300 muster roll men of the South India Corporation, a 25 per cent. increase over the existing rate must be given. For other workmen in the South India Corporation i.e., for those who work at Derrick and Crane points a 30 per cent. increase must be given over the existing rates. The further evidence of Mr. Kochunni is, that for boat loading, Rs. 7-4-0 is given, and that this is acceptable and no increase is demanded. Nextly, he says, that the daily paid worker is paid at Rs. 3/- per day, but the South India Corporation pays only Rs. 2-8-0 per day. He deposes, that as regards Mattancherry there should be an extra 33 and 1/3 per cent. over the rates in schedule III of Ex. W. 7. Mr. Pattu Iyer says, that out of the wages of the 300 permanent workmen, 10 annas per head is deducted towards quarters, ration, firewood etc., on days on which they worked. On days on which they do no work Rs. 2-8-0 is paid to them and nothing is deducted therefrom.

112. So far as the South India Corporation is concerned, I do not see any grounds for revision of the rates agreed to between the workers on the one hand, and the firm on the other in Ex. s. M. 15 and W. 18, 19 and 20, so long as these agreements remain in force. As it is, the men are earning a fair average wage. Ex. M. 16 is a list of the total amount of wages paid to the casual workmen. The

average works out at Rs. 4-2-2 per day per head. The evidence of Mr. Kochunni is, that in Mattancherry a head load labourer earns about Rs. 3/- a day on the average. He further admits, that the South India Corporation pays Rs. 75/- a month though each labourer earns on an average Rs. 65/- per month. He also admits, that in 1952 there may have been increase in certain items of work ranging from 8½ to 30 per cent. The evidence of Mr. Pattu Iyer is, that a Mattancherry their labourers earn from Rs. 6/- to 7/- per head per day. Though their rates are less in certain cases as compared with the rates paid by Mattancherry merchants, the labourers have greater chance of earning more per day, on a greater number of days.

113. On the evidence, I am of opinion, that in respect of the rates agreed upon with the South India Corporation no increase is called for at present. The argument that 10 annas per day is deducted every day from wages, and that this practice must be put an end to, is of no force, because this deduction is made towards quarters, ration, firewood etc., and only on days on which the 300 men work. Mr. Pattu Iyer says, that on some days there is no work for all the 300 men, and that some of them will be idling, and in spite of this each is paid Rs. 2-8-0 per day. Nothing is deducted from this amount of Rs. 2-8-0 on the days on which the workers do not work. No interference is called for with the system of keeping back the As. 10/- towards quarters, ration, firewood etc.

114. It ought to be remembered that the agreements were entered into only in 1932. These agreements must be allowed to stand for a reasonable time unless there is such a substantial change in circumstances as to compel a revision. The decision in 1951, II. L.L.J., 31 (The Army and Navy Stores Ltd., Bombay and Their Workmen) and 1953 I.L.L.J., 256 (Bidi Manufactory concerns, Jhansi vs. Their workmen) are relevant in this connection. On the whole, I find, that so far as South India Corporation is concerned, the rates as agreed upon in the agreements with the workers like, Ex. s. M. 15 and Ex. W. 16 to 20 should be adhered to so long as these agreements remain in force, and that no revision of rates as mentioned therein in respect of any item is called for now. The increase demanded cannot be acceded to.

115. I shall next refer to the question of payment of extra wages for doing work after 6 P.M. and on Sundays.

116. The evidence of W.W. 10 is, that for doing work after 6 P.M. 8½ per cent. more is paid. Nothing is mentioned by this witness about the rates at which wages are paid for doing work on Sundays. The evidence of Mr. Pattu Iyer is, that no Sundays is a holiday in the Port, and on every Sunday there is work in the Port. The evidence of Mr. Mathew is, that if workers worked after 6 P.M. 8½ per cent. more of the wages is paid. For working on Sundays also 8½ per cent. extra over the wages earned is paid. It has been elicited that for work after 5 P.M. their office staff are paid at double rates. I do not see any sufficient grounds for holding, that payment of 8½ per cent extra wages, as adopted by Messrs. Pierce Leslie and Company is unreasonable, and should be departed from. As argued on behalf of the employers, any addition thereto may have a prejudicial effect on labour. It has been conceded in the course of arguments by Mr. Raghavan, that sometimes wagons arrive only after 6 P.M. and on Sundays. If double the wages are to be paid as demanded, there will be an incentive on the part of the employers to put off the work to the next day. This will deprive labour of the benefit of work which they would otherwise have. I find, that for work done (1) after 6 P.M. (2) on Sundays and (3) recognised holidays *viz.*, Republic Day 26th January, Independence Day (15th August), and Onam, an extra remuneration of 8½ per cent. of the wages at the ordinary rate (i.e., at the rate mentioned in Ex. M.9 plus 20 per cent. added to it) shall be paid, over and above the ordinary wage, by employers, other than the South India Corporation.

117. So far as the South India Corporation is concerned, the above rule will not apply, because the work in that firm is governed by the agreements. Mr. Pattu Iyer deposes, that 6 annas per hour is paid for overtime work as per agreement. If workers work after 6 P.M. the same rates are paid. There are night and day shift Labourers. The evidence of Mr. Kochunni is, that night work is done continuously only for South India Corporation. There are day shifts and night shifts in that company, and there are night shift and day shift labourers. In view of the circumstances, disclosed in the evidence there is no need for laying down any new conditions for work done after 6 P.M. or on Sundays and Holidays. The workers employed by the South India Corporation will be paid as per the provisions of the agreements entered into and as spoken to by Mr. Pattu Iyer.

118. I find as above with reference to the rates for work to be done in the Willingdon Island.

MATTANCHERRY.

119. The question next is with reference to the rates to be adopted for head-load labour, Mattancherry. Generally it may be stated that there is a veritable forest of rates. It is a matter for regret that the parties were unable to agree on the question of rates that should prevail in the matter of headload labour Mattencherry. The matter has got to be dealt with on the evidence on record.

120. The contention of Mr. Pai, for the employers is, that with a view to uniformity an attempt was made by the Indian Chamber of Commerce to standardise the rates in the same way as in Ex. M. 9 for Willingdon Island. Ex. M. 10 has been produced as a list of standardised rates for Mattancherry. It is argued for the employers that the said list should be followed, and that this will obviate confusion and anomalies.

121. All the unions, however, opposed the adoption of the rates as contained in Ex. M. 10. It is argued that these rates are lower than those prevailing at present, and that the adjudication should not have the result of lowering the existing rates.

122. On behalf of the workers, Mr. Raghavan has produced Ex. W. 6, W. 7 and W. 8 as containing the existing and prevailing rates for various kinds of work. In Ex. W. 6 it is stated, that the various operations performed are classified in Schedule I. The types of cargo handled are classified in Schedule II. Schedule III contains the prevailing rates of wages for various operations. Schedule IV contains a list of rates for Hill Produce.

123. The evidence of Mr. Kochunni is, that the existing rates are as shown in Ex. W. 7 and W. 8. He however adds, that a further 33 and 1/3 per cent. over and above the above mentioned rates should be given. Before dealing with the question of increase, it is necessary to find out the prevailing and existing rates. Unless this is done, it is not possible to determine whether any increase is called for.

124. The point, therefore, for determination, is about the existing rates. The employers have relied upon Ex. M. 10 as showing the standardised rates based upon the existing rates. But this is not accepted on behalf of the workers. The evidence of Mr. Balakrishna Menon is, that the employers in Mattancherry area formed a committee to standardise the rates for headload labour. He took charge of the work of standardising the rates for the said area. He conducted a thorough investigation into the rates. The most convenient method of dealing with the wage structure will be according to the classification of items in Ex. M. 10. Mr. Varghese, Mr. Shakur and Mr. Pattu Iyer were the members of the sub-committee. No workers were examined about the rates. The evidence of Mr. Varghese, M.W. 7 is, not helpful because he is definite that what all he states in his evidence related to the Willingdon Island. The evidence of Mr. Balakrishna Menon is not helpful about the correctness or otherwise of the rates alleged to have been given to him by the employers. He admits that he cannot say whether the rates shown in the lists supplied by the employers are correct or not. He has no direct knowledge of the rates for head load labour, and all the rates shown in Ex. M. 10 are based upon the lists furnished by the employers. But the said lists are not forthcoming.

126. It has been pointed out on behalf of the workers, that Mr. Balkrishna-menon admits, that in certain cases the rates have come down in Ex. M. 10, though he also adds that in some cases they have gone up. However, his evidence does not indicate on what items they have gone up. M.W. 2 Mr. Kurian states, that he did not compile the list Ex. M. 10. He is only a clerk in his employer's business. M.W. 3 speaks about the rates for hill produce with which I shall deal later. So far as M.W. 4 Mr. Varadarajan is concerned, he does not know about the rates given to the head load labourers. Mr. Prabhu, M.W. 5 speaks to certain rates for loading and unloading, and says that in August 1951, the rate for loading was Rs. 4 and that his firm is now paying at the rate of Rs. 6. The evidence of M.Ws. 6 and 7 is not helpful, as they speak about the Willingdon Island rates. The evidence of Mr. Pattu Iyer relates to the rates paid by the South India Corporation as a result of agreements with workers.

127. In this state of the evidence, it is perfectly clear, that Ex. M. 10 cannot be taken as containing the existing or the prevailing rates for head load labour in Mattancherry. Even though the scheme followed therein will be more convenient of application, the rates that are given cannot be accepted. There is really no satisfactory evidence about the prevailing rates on behalf of the employers. We are thus left with the evidence of Mr. Kochunni. There is no alternative except to largely rely upon his evidence to the effect that the

rates as shown in Exs. W. 7 and W. 8 are generally the prevailing rates. He has sworn that he knows personally about the rates. He prepared Exs. W.7 and W. 8. He went to the work spots, saw the operations, consulted the labourers, and acquired personal knowledge of the rates. He has sworn that the rates in Exs. W. 7 and W. 8 are absolutely correct. His evidence also receives some measure of support from the evidence of the witnesses examined on behalf of the workers.

128. It becomes necessary to deal with the various operations individually, and determine the various rates to be adopted on the basis of the prevailing rates. It will be useful to follow the scheme laid down in Ex. W. 7

129. *A. Bag Cargo.*—With reference to loading and unloading of bag cargo, we have, apart from the evidence of Mr. Kotchunni, the evidence of W.Ws. 1 and 2 that the rates are Rs. 6-4-0 for jetty-side Godown, Rs. 9-6-0 for Roadside Godown, and Rs. 12-8-0 for Western side Godown across the road per 100 bags of standard weight. W.W. 3 deposes, that for grains and sugar the rate is Rs. 6-4-0 for Jetty-side Godown. I confirm the rates as shown in Ex. W. 7.

130. So far as Sukha and Bidi leaves are concerned nothing is mentioned in Ex. M. 10. We are thus left only with the rates as shown in Ex. W. 7. I confirm the same.

131. *B. Bales and Bundles.*—So far as bales and bundles are concerned, there is wide variation between the rates as contained in Ex. M. 10 and those Ex. W. 7. The evidence of W.W. 1 is, that for carrying 2 cwt. bales the rate is, Rs. 25 to Jetty-side Godown. From 2 to 5 cwt. the rate is Rs. 37-8-0. I am satisfied, that the rates as shown in Ex. W. 7 should be accepted together with the several detail as shown therein with reference to difference in weights of bundles.

132. *Tobacco Chippans.*—So far as tobacco Chippans are concerned nothing is mentioned in Ex. M. 10. The rate as shown in Ex. W. 7 is accepted.

133. *C. Cases and Chests.*—With reference to tea chests, cashew Kernel Chests and Cardamoms, there is variation between the rates in Ex. M. 10 and W. 7. The evidence of W.W. 1 is, that for battens, plywood chests weighing from 1½ to 2½ cwt., the rate is Rs. 9-6-0 per hundred to jetty-side godown. With reference to cases upto 1 cwt. the rate is Rs. 6-4-0 per 100 for jetty-side godown. The same rate is shown in Ex. W. 7. For cases from 1 to 2 cwt. the rate in Ex. M. 10 is Rs. 9-6-0 but it is Rs. 18-12-0 in Ex. W. 7. The evidence of W.W. 10 P. A. Bava is, that for small cases like soap boxes etc., the rate is Rs. 5 per 100 boxes. I find, that with reference to cases and chests the rates as contained in Ex. W. 7 are the prevailing rates. I also find that for small cases like soap boxes etc., the rate is Rs. 5 per 100 boxes.

134. *D. Tins.*—In Ex. M. 10 for tins below 5 lbs. the rate is shown to be Rs. 1-9-0 for jetty-side godown. There is nothing mentioned in Ex. W. 7. I find, that for tins below 5 lbs. the rate shall be Rs. 1-9-0.

135. With reference to tins of larger weight there is no sufficient reason to discard the rates as shown in Ex. W. 7 and I accept those rates.

136. *E. Drums.*—(1) *Filled Drums.*—So far as drums are concerned, for those upto 4 cwt. the rate is Rs. 18-12-0 for jetty-side godown in Ex. M. 10. But in Ex. W. 7 the rate for drums upto 3 cwt. is shown to be Rs. 18-12-0. For those between 3 to 5 cwts, it is shown to be Rs. 75 and above 5 cwts. Rs. 100. The evidence of W.W. 1 P. A. Bava is, that for 100 drums each weighing upto 4 cwts. the rate is Rs. 25. For silicate drums weighing from 5 cwt. to 6 cwt. the rate is Rs. 31-4-0 per 100 drums. On this evidence the rate as shown in Ex. W. 7 cannot be accepted. I find as follows:—

For drums upto 3 cwts. the rate shall be Rs. 18-12-0 for Jetty-side Godowns.

For drums upto 3 cwts. the rate shall be Rs. 28-2-0 for Road-side Godowns.

For drums upto 3 cwts. the rate shall be Rs. 37-8-0 for western side of bazaar road.

For drums upto 4 cwts. the rate shall be Rs. 25 for Jetty-side Godowns.

For drums over 4 cwts. the rate shall be Rs. 31-4-0 for Jetty-side Godowns.

Nothing is mentioned in Ex. W. 7 about the rates in connection with roadside godowns and western side of bazaar road, with reference to drums over 4 cwt. Therefore no rates are fixed with reference thereto.

(2) *Empty*.—So far as empty drums are concerned nothing is mentioned in Ex. M. 10. But in Ex. W. 7 the rate is Rs. 6-4-0 per 100 units. This is spoken to by W.W. 1 Bava. I find, that for empty drums the rate shall be Rs. 6-4-0 for Jettside Godowns as shown in Ex. W. 7.

136. *F. Machinery and Hardware*.—An amount of Rs. 1-11-0 per ton is claimed for Jettside godown and Rs. 2-4-0 per ton for road-side godown in Ex. W. 7 through the evidence of W.W. 1 is, that for machinery upto to 1 ton the rate is Rs. 3 per ton to Jettside godown. For tin-sheets bundles weighing upto $2\frac{1}{2}$ cwts. the rate is Rs. 12-8-0 for 100 bundles. Cast iron vessels bundles are paid at the rate of Rs. 4-11-0 for 100 bundles. Hardware like iron rods, bars etc., are paid at the rate of Rs. 1-14-0 per ton. For tires per 100, the rate is Rs. 4-11-0. I accept the above evidence, and find, that for hardware machinery etc., the rates shall be as shown in Ex. W. 7 and as spoken to by W.W. 1.

137. *G. Asbestos*.—So far as asbestos sheets are concerned, the rate shall be Rs. 3-2-0 per ton for Jettside godowns as shown in Ex. W. 7.

138. *H. Clay pipes and other articles of clay*.—For clay pipes etc., and clay articles for Jettside godowns the rate shall be Rs. 3-8-0.

II—MARKING

139. According to Ex. M. 10 the rate is Rs. 1-0-0 per 100. The rate is Rs. 3 according to Ex. W. 7. Purushothaman W.W. 4 deposes, that his employers deal in hill produce. He says, that for marking the rate is Rs. 2-8-0 per hundred bags. This is for marking on one side. It seems to me that this is a reasonable rate. I find, that for marking the rate should be Rs. 2-8-0 per 100.

III—WEIGHING

140. (a) *Sand and Cement*.—So far as sand and cement are concerned the rate is mentioned in Ex. M. 10 and W. 7, as Re. 1 upto 1 cwt. (b) For other articles upto 2 cwt. the rate is Rs. 1-8-0 in Ex. W. 7 and I accept the same. (c) For articles from 2 to 3 cwt. the rate shall be Rs. 2-4-0.

(d) However, for bales from 2 to 6 cwt. the rate is shown to be Rs. 9-6-0 in Ex. W. 7 and from 6 to 8 cwt. the rate is shown to be Rs. 12-8-0. This seems to have no relation at all to realities. In Ex. M. 10 for bales from 3 to 6 cwt. the rate is shown to be Rs. 2-8-0 and from 6 to 8 cwt. at Rs. 5. I find that it is reasonable to fix rates as follows:—

For articles weighing below 1 cwt. Rs. 1-8-0 per 100.
 For articles weighing from 1 to 2 cwt. Rs. 2-0-0 per 100.
 For articles weighing from 2 to 3 cwt. Rs. 2-8-0 per 100.
 For articles weighing over 3 cwt. and upto 4 cwt. Rs. 3-8-0 per 100.
 For articles weighing over 4 cwt. but below 6 cwt. Rs. 6-0-0 per 100.
 For articles weighing 6 cwt. and more and upto 8 cwt. Rs. 9-0-0 per 100.

141. *Tea Chests and fittings*.—With reference to tea chests and fittings nothing is mentioned in Ex. W. 7. I accept the rates as shown in Ex. M. 10 and find, that for tea chests and fittings the rate shall be Re. 1 per 100.

142. *Cotton Bales*.—With reference to this item nothing is shown in Ex. W. 7. For bales from 3 to 5 cwt. or 100 the rate shall be Rs. 6-4-0 and from 5 to 7 cwt. the rate shall be Rs. 9-6-0 as shown in Ex. M. 10.

143. *Machinery, Cables and tin plates and Hardware*.—The rate is shown to be Rs. 0-13-6 in Ex. M. 10 while it is Rs. 1-2-0 in Ex. W. 7. The latter rate is accepted.

144. *Timber*.—The rate for timber per shipping ton is left blank in Ex. W. 7. It is shown to be Rs. 0-13-6 in Ex. M. 10. I affirm this rate of 0-13-6 per ton of 40 cft.

145. *Drums*—(1) *Empty*.—For four gallons and below it shall be Re. 1 and for over 4 gallons it shall be Rs. 1-8-0 per 100.

146. *Filled*.—The rates as shown in Ex. W. 7 are accepted. For 4 cwt. and below the rate shall be Rs. 9-6-0 and for over 4 cwt. and upto 5 cwt. the rate shall be Rs. 12-8-0, per 100.

IV—RESTACKING

A. In the same Godown.

147. I. *Sand and Cement*.—The rate per 100 units for articles weighing upto 1 cwt. the rate is Rs. 1-8-0 as shown in Ex. M. 10 and the same is accepted.

II. *Bags*.—For small bags weighing upto 1 cwt. the rates shall be Rs. 1-8-0 per 100 units.

III. For big bags the rate shall be Rs. 2-4-0 as shown in Ex. W. 7.

IV. *Bales*.—From 1 to 2 cwt. the rate shall be Rs. 1-8-0 per 100 units. For bales above 2 cwts. and as described in Ex. W. 7 the rate shall be Rs. 3-2-0, 4-10-0, 6-4-0 and 9-6-0 respectively, for the corresponding weights.

V. *Tea-chests and fittings*.—The rate in Ex. W. 7 of Rs. 2 per 100 is accepted and this is also in accordance with the evidence of W.W. 2 Hamsakoya.

VI. *Cotton Bales*.—There is nothing mentioned in Ex. W. 7 about this item. I accept the rate in Ex. M. 10. I find, that the rate should be Rs. 9-6-0 per 100 units.

VII. *Machinery and hard-ware*.—The rate is fixed at Rs. 1-2-0 per ton as in Ex. W. 7.

VIII. *Timber*.—The rate is fixed at Rs. 1-2-0 per ton as shown in Ex. w. 7.

IX. *Drums Empty*.—The rate shall be as in Ex. W. 7 i.e., Rs. 3-2-0 per 100 units.

X. *Filled*.—The rate shall be Rs. 7-4-0 for drums upto 4 cwt., and Rs. 9-6-0 for drums over 4 cwt. per 100 units.

RESTACKING

B. In another Godown.

148. With reference to this item, in Ex. W. 7 it is stated, that shifting from one room to another should be paid for at double rates for restacking in the same godown. The evidence of W.W. 2 Koya is, that for restacking in another godown or room, the rate is Rs. 4-11-0 per 100 bags. The evidence of W.W. 3 Moidu is, that for restacking in another godown the rate is Rs. 3-2-0 for 100 bags. The evidence of W.W. 4 is, that the rate is Rs. 3-12-0 for 100 bags. There does not seem to be any warrant for the view that restacking in another godown should be paid for double the rate for restacking in the same godown, in view of the evidence of the witnesses referred to above. It seems to me to be reasonable to fix Rs. 4 per 100 bags of standard weight, for restacking in another godown.

V. REMOVING DAMAGED CONTENTS, REFILLING, STITCHING AND STACKING

149. In both Ex. M. 10 and W. 7 the rate is shown to be Rs. 9-6-0 per 100 units and this is confirmed.

VI. CARRYING LIGHT CARGO UPSTAIRS

150. The rate is shown to be Rs. 6-0-0 for 100 units in Ex. M. 10 with reference to cargo below 90 lbs. each. In Ex. M. 7 the rate is shown to be Rs. 7-8-0 for weight of $\frac{3}{4}$ cwt. There is no evidence on either side. I find that for 100 units each article weighing up to 90 lbs., the rate shall be Rs. 7-8-0.

VII. SAMPLING AND TESTING

151. The rate is shown to be 0-8-0 per 100 units in Ex. M. 10 and at Re. 1 in W. 7. The rate is fixed at Re. 1.

VIII. TRANS-SHIPMENT OF GOODS FROM LIGHTER TO VALLAMS AND VICE-VERSA

152. There is nothing mentioned in Ex. M. 10 about this item. But in Ex. W. 7 the rate is said to be 50 per cent. of the rates given for unloading at jettyside godowns. The evidence of W.W. 7 Said Ali is that the rate is Rs. 6 for 100 bales of 2 cwt. each. W.W. 8 deposes that the rate is the same as for loading and unloading. The rate for this item is fixed as in Ex. W. 7 i.e., 50 per cent. of the rates given for unloading at jettyside godowns.

CARTLOAD; LABOUR, (LOADING, CONVEYING, UNLOADING AND STACKING).

153. (i) *Bags of standard weight*.—According to the evidence of W.W. 2 Koya the rates for carting cargo is as follows:—

1. For taking bags from Peirce Leslie to the employers premises, the distance being 500 or 600 yards the rate is 37-8-0.

2. From Banjee Javath to employers premises the rate is Rs. 25 per 100 bags for 300 yards.
3. The rate from Jew Town to employers places the distance being about 500 yards the rate is Rs. 31-4-0 per 100 bags.
4. From Sincdia Company i.e., Mooljee Jatha for a distance of 600 yards, the rate is Rs. 37-8-0 per 100 bags.
5. From Marakadavu to employers premises the distance being 1,000 yards, the rate is 43-12-0.

According to the evidence of W.W. 3 Moidu, from Banjee Javath to employers' premises the distance being 200 yards the rate is Rs. 18-12-0. From employers premises to Gela Sait's godown the distance being 100 yards the rate is Rs. 18-12-0. From Marakadavu to the employers premises the distance being about 600 yards, the rate is Rs. 40. From Jew Town to employers premises the distance being about 600 yards the rate is Rs. 37-8-0. From Mooljee Jathas to employers premises the distance being 400 yards the rate is Rs. 25. On the evidence referred to above, it is fair to fix the rates as follows per 100 units.

Up to 100 yards	Rs. 6-4-0.
Over 100 up to 200	Rs. 9-6-0.
Over 200 to 300	Rs. 18-12-0.
Over 300 up to 400	Rs. 25-0-0.
Over 400 to 500	Rs. 31-4-0
Over 500 to 600	Rs. 37-8-0.
Over 600 up to 1,000	Rs. 43-12-0.
Over 1,000 to 1,200	Rs. 51-13-6.
Over 1,200 up to 1,600	and above Rs. 58-5-3.

(ii) *Bags of above standard weight up to 2 cwt. per 100 units.*—Both in Ex. M. 10 and W. 7 the rate is shown to be 25 per cent. over and above the rate for standard bags. The same is accepted.

(iii) *Bags of one Bengal maund each.*—In both Ex. M. 10 and W. 7 the rate is 25 per cent. less than the rate for standard bags and the same is accepted.

(iv) *Cases and other packages.*—In Ex. M. 10 the rate is shown to be 50 per cent. of the rate for standard bags, and in Ex. W. 7 at 75 per cent. of the same. In respect of cases and other packages the rates as shown in Ex. W. 7 are accepted.

154. Claims have been put forward on behalf of workers, for extra remuneration over and above the ordinary rates for (i) handling dangerous cargo and (ii) for work after after 6 P.M., and on Sundays and holidays.

155. I shall deal with the claim in respect of cargo deemed to be dangerous. In Ex. W. 7, under item A dealing with "Bag cargo" it is mentioned, that when bags containing injurious articles such as manure, bone-meal, cement, D.D.T., Sulphur etc., are handled, an increase of 50 per cent. of the ordinary rates should be given. So likewise in the case of drums containing caustic soda and silicate. In the statement of demands, filed by the Cochin Thuramukha Thozhilali Union, there is no list of articles deemed to be dangerous. It is however mentioned that when handling bone manure the labourers should be paid 50 per cent. extra wages. The same remarks apply to the statement filed by the Cochin Port Cargo Labour Union. In Ex. W. 6, in Schedule II, there is reference to standard bags of commodities containing injurious articles such as Cement, sulphur, bone-meal, manure, and D.D.T. powder. The evidence of Mr. Kochunni is that "Cupersena", Bonemeal, Cement, Sulphur, Acids and D.D.T. are injurious articles. I accept the evidence of Mr. Kochunni, and I find that the injurious articles are (1) "Cupersena", (2) Bonemeal, (3) Cement, (4) Sulphur, (5) D.D.T. and (6) Acids.

156. The evidence of Mr. Kotchunni is that for handling these items, workers should be given 50 per cent. extra. It seems to me that this demand is reasonable and I find that for all the various types of operations in respect of these 6 items, the workers will get by way of extra remuneration 50 per cent. of the rates as laid down above.

157. With reference to work on Sundays and holidays I shall deal with the same later.

SCHEDULE IV—RATES FOR HILL PRODUCE.

I. Landing.

158. The unit is said to be 1 candy, and the rate is shown to be 4 annas in Ex. M. 10. The evidence of W.W. 4 is that the rate is 0-5-0 whereas according.

to W.W. 5 it is annas 6. W.W. 4 also says that the rate is Rs. 4-6-0 per 100 bags. The evidence of W.W. 5 is that the rate is Rs. 4-6-0 for 100 bags of $1\frac{1}{2}$ cwt. each. According to the evidence of W.W. 4 the rate is 0-5-0 for jettside Godown and 0-6-0 for Road-side godown. I find the rates as follows:—

Landing charges per candy 0-5-0 to Jettside Godown.

Landing charges per candy 0-6-0 to Road-side Godown.

Landing charges for 100 bags 4-6-0.

II. Bulking or filling

169. The rate is shown to be 0-2-6 in Ex. M. 10 and 0-3-2 in Ex. W. 7 per candy. The evidence of W.W. 4 is 0-3-0. I find that the rate for bulking or filling is 0-3-0 per candy.

III. Weighing—Both Rasi and ordinary

160. In Ex. M. 10 the rate is shown to be 0-2-6 whereas in Ex. W. 7 it is 0-4-0 per candy. According to the evidence of W.W. 4 and W.W. 5 the rate is 0-5-0. I fix it at 0-4-0 per candy.

IV. Warral

161. In Ex. M. 10 the rate is 0-6-0 per candy, whereas in Ex. W. 7 it is 0-10-0. That the rate is 0-10-0 is spoken to by W.W. 5. I fix the rate at 0-10-0 per candy.

V. Local Delivery to buyer's godown

162. The rate is said to be Rs. 1-8-0 in Ex. M. 10, but this includes weighing and bulking. But in Ex. W. 7 the rate is shown to be Rs. 1-11-6 for delivery alone, exclusive of weighing and bulking. The evidence of W.W. 4 is that for delivering to buyers godown the rate is Rs. 1-4-0 per candy. This is the rate wherever the godown is situate and irrespective of distance. To the same effect is the evidence of W.W. 5 and he says that for delivery to other godowns of buyers wherever they are in Mattancherry the rate is Rs. 1-4-0 per candy. Accepting the above evidence. I find, that for local delivery, to buyers godowns, wherever they are in Mattancherry irrespective of distance, and excluding weighing and bulking, the rate shall be Rs. 1-4-0 per candy.

VI. Filling and Stitching

163. In Ex. M. 10 the rate for 100 bags is shown to be Rs. 6-4-0. But there is nothing mentioned in Ex. W. 7. I find, that the rate for filling and stitching (up to a maximum of cwts. 1-2-0) is 6-4-0 per 100 bags.

VII. Stitching

164. (a) *Single*.—The rate is shown to be Rs. 2-8-0 in both Ex. M. 10 and W. 7 per 100 bags and the same is accepted.

(b) *Double*.—The rate is shown to be Rs. 3-12-0 in Ex. M. 10 and Rs. 6-4-0 in W. 7. The evidence of W.W. 4 is that for double stitching the rate is Rs. 3-12-0. For double bags stitching, the rate is twice the single bags stitching rate. The evidence of W.W. 5 is that for double stitching the rate is 7-13-0. Accepting the evidence of W.W. 4 I fix the rate at Rs. 3-12-0 for double stitching, and Rs. 5 for double bags stitching per 100 bags.

(c) *Stitching by folding all four corners up to $1\frac{1}{2}$ cwts.*—About this operation nothing is mentioned in Ex. M. 10, but in Ex. W. 7, it is stated to be Rs. 11-6-0 per 100 bags. The evidence of W.W. 4 is that the rate for stitching with four corners folded is Rs. 6-4-0 plus 25 per cent. per 100 bags. The evidence of W.W. 5 Vasu is that for double stitching with folding of the four corners the rate is Rs. 11-11-6 per 100 bags. I find that for stitching with all the four corners folded up, the rate shall be Rs. 7-13-0 for 100 bags (each bag up to $1\frac{1}{2}$ cwt). For double stitching with folding and stitching up of all the 4 corners, the rate shall be Rs. 11-11-6 per 100 bags.

VIII. Restacking (Per 100 bags)

165. (a) *Same godown*.—The rate is shown to be Rs. 2-8-0 in Ex. W. 7. But there is no mention thereof in Ex. M. 10. That the said rate is correct is proved by the evidence of W.W. 4 and it is confirmed.

(b) *Removing from one godown to another and restacking the same*.—The rate is shown to be Rs. 6-4-0 in Ex. W. 7, but it is Rs. 3-4-0 in Ex. M. 10. According to the evidence of W.W. 4 for restacking in another godown the rate is Rs. 3-12-0 per 100 bags. I find that the rate for removing from one godown and for restacking in another godown, the rate shall be Rs. 3-12-0 per 100 bags.

IX. Marking

166. (a) *Onesider*.—According to Ex. M. 10 the rate is Rs. 1-14-0 per 100 bags, whereas in Ex. W. 7 it is shown to be Rs. 2-8-0. The evidence of W.W. 4 confirms the rate as shown in Ex. W. 7. I find that the rate should be Rs. 2-8-0 per 100 bags.

(b) *Both sides*.—In Ex. M. 10 the rate is Rs. 2-8-0 whereas in Ex. W. 7 it is 3-12-0. The rate of Rs. 3-12-0 is confirmed as there is proof about the same afforded by the evidence of W.W. 4.

X. Drying

167. (a) ¹ Ex. M. 10 the rate is shown to be 0-5-0 per candy and in Ex. W. 7 0-12-0 per candy. The evidence of W.W. 4 is, that for drying the rate is 0-7-6 per candy. I find that the rate should be 0-7-6 per candy.

(b) *The transporting charge from godown to yard when the yard is not adjacent to godown*.—Nothing is mentioned in Ex. M. 10 about this item. But in Ex. W. 7 the rate is shown to be 0-7-6 per candy. This is confirmed.

XI. Oiling

168. (a) *Special*.—In Ex. M. 10 the rate is shown to be 0-12-0 per candy, whereas it is shown to be Rs. 1-4-0 in W. 7. According to the evidence of W.W. 4 the rate is Rs. 1-4-0. I confirm the rate at Rs. 1-4-0 per candy.

(b) *Ordinary*.—The rate is shown to be 0-15-0 per candy in Ex. W. 7; nothing is mentioned about this in Ex. M. 10. But the evidence of W.W. 4 is that the rate is 0-12-6. I find that the rate should be 0-12-6 per candy.

XII. Ginger bleaching

169. (a) *Once*.—The rate is shown to be Rs. 3-12-0 per candy in Ex. W. 7, and Rs. 3-0-0 in Ex. M. 10. The evidence of W.W. 4, is that the rate is Rs. 3 per day, whereas the evidence of W.W. 6 is that the rate is Rs. 3-12-0 per candy. According to the evidence of W.W. 4 there is no piece rate. But this is different from the evidence of W.W. 6 Ravindran. I find that the rate for bleaching of ginger once, per candy, should be Rs. 3-12-0.

(b) *Twice*.—In Ex. M. 10 the rate is shown to be Rs. 4-8-0 per candy but nothing is mentioned in Ex. W. 7. I fix the rate at Rs. 4-8-0 per candy.

(c) *Thrice*.—According to Ex. M. 10 the rate is Rs. 7-8-0 per candy but according to W.W. 6 the rate is Rs. 10. I fix Rs. 10 to be the rate per candy.

(d) *Four times*.—According to the evidence of W.W. 6 the rate is Rs. 14-8-0 per candy and this is confirmed

XIII. Bleaching other commodities once

170. The rate is shown to be Rs. 3-12-0 per candy in Ex. W. 7. But nothing is mentioned about the same in Ex. M. 10. The rate of Rs. 3-12-0 per candy is accepted. Repeated operations will have repeated wages.

XIV. Garbling

171. The rate is shown to be Rs. 3-12-0 per candy in Ex. W. 7. But according to the evidence of W.W. 4, for garbling the rate is Rs. 2-13-0 per candy or 0-7-6 per 1 cwt. I hold that the rate should be Rs. 2-13-0 per candy.

XV. Washing and Drying

172. There is nothing mentioned in Ex. M. 10 about the same. But the rate is shown to be Rs. 1-9-0 per candy in Ex. W. 7. This receives support from the evidence of W.W. 4, W.W. 5 and W.W. 6. I fix the rate at Rs. 1-9-0 per candy.

XVI. Sifting.

173. Nothing is mentioned in Ex. M. 10 about this operation. In Ex. W. 7 the rate is shown to be 0-5-0 per candy. The evidence of W.W. 4 is that for sifting the rate is Rs. 3-12-0 per 100 bags. I accept this evidence and hold that the rates shall be Rs. 3-12-0 per 100 bags.

XVII. Garbling, Removing to yards, washing, sifting and reconditioning.

174. The rate is shown to be Rs. 1-2-0 per bag of 1 cwt. in Ex. M. 10, whereas the rate is Rs. 1-6-6 in Ex. W. 7. According to the evidence of W.W. 4 for garbling, removing to yards, washing, filling, drying etc., the rate is Rs. 1-2-0 to Rs. 1-8-0 per bag of 1 cwt. According to the evidence of W.W. 6 or garbling removing to yards, washing, drying and filling of pepper the rate is Rs. 1-8-0 per bag of 1 cwt. I find that the rate, for garbling, removing to yards, washing, drying and filling shall be Rs. 1-6-6 per bag of 1 cwt.

XVIII. Landing or loading of bags of standard weight per 100 bags.

175. The rate is shown to be Rs. 5-0-0 in Ex. M. 10. But in Ex. W. 7 the rate is Rs. 6-4-0 for Jettside godown, Rs. 9-6-0 for road side, and Rs. 12-8-0 for western side of the road. The evidence of W.W. 5 is that for landing and loading bags, the rate is Rs. 4-6-0 per 100 bags, each bag weighing from 1 to $1\frac{1}{2}$ cwt. But Mr. M. R. Aipoo pays Rs. 6-4-0 for 100 bags because his godown is on the western side. According to the evidence of W.W. 4, for unloading the bags and landing, the rate is Rs. 4-6-0 per 100 bags. To the same effect is the evidence of W.W. 6. I find that the rate for unloading or landing of bags each bag not exceeding $1\frac{1}{2}$ cwt. in weight, shall be Rs. 5-0-0 per 100 bags at jettside godown. For road-side godown the rate is fixed at Rs. 6-4-0.

XIX. Cocoanuts.

176. *Loading and unloading (per 1,000).*—There is no mention of this item in Ex. M. 10, but in W. 7 the rate is 0-6-0 for jettside godown, 0-8-0 for road-side godown, and Rs. 1-4-0 for opposite side. The evidence of W.W. 4 is that for unloading coconuts per thousand, the rate is 0-5-0 at jettside godown and 0-6-0 at road-side godown. I fix the rate for 1,000 cocoanuts as follows:—

5 annas to jettside godown.

6 annas to road-side godown.

12 annas to opposite side godown.

XX. Grading of cocoanuts, filling in bags, stitching, binding with yarn, and stacking.

177. (a) *In Ordinary bags.*—Per thousand, the rate is shown to be Rs. 21-0-0 in Ex. W. 7. There is no mention thereof in Ex. M. 10. The evidence of W.W. 4 proves that the rate per 100 bags for grading cocoanuts and filling them in bags is Rs. 21-0-0. I find that for grading and filling and stitching and stacking cocoanuts in bags, the rate should be Rs. 21-0-0 for 100 bags.

(b) *In Bora bags.*—According to the evidence of W.W. 5, for grading filling, and stitching double bags containing cocoanuts, the rate is Rs. 25-0-0 per hundred bags. Such bags are called "Bora bags." I fix the rate at Rs. 25-0-0 per hundred 'Bora' bags.

XXI. Watchmen.

178. The next point is with reference to the rates to be paid to persons watching, and standing in charge of the boat.

(a) *By day.*—With reference to this operation an amount of Rs. 2-8-0 is claimed in W. 7 for watching during the day.

(b) *By Night.*—An amount of Rs. 3-0-0 is claimed for watching at night.

There is nothing mentioned about this operation in Ex. M. 10. The evidence of W.W. 4 is that for persons who are sent to watch over the cargo loaded in the boat the rate is Rs. 2-8-0 during day, and Rs. 3-0-0 during night. But according to the evidence of W.W. 5 Vasu, for people who are set to watch over vallan cargo the rate is Rs. 2-8-0 both day and night. I find, that for both day and night the rate is Rs. 2-8-0.

XXII. Edacharaku.

179. It is claimed that for "Edacharaku" 10 annas in the rupee is being given to the workmen before Deepavali of every year. According to the evidence of W.W. 4, "Edacharaku" is something like a sample acquired from the dealer, and this is accumulated. This is valued and from out of the value, 10 annas in the rupee is distributed among the workers, and the balance of 0-6-0 is distributed among the salesmen and other staff. This fact is spoken to by W.W. 5, and W.W. 6. I find, that from out of the value of the Edacharaku 0-10-0 in the rupee shall be distributed as between the workmen before Deepavali of every year

180. Nextly, I shall deal with the question of payment of extra remuneration for work done on Sundays and after 6 P.M. There is nothing mentioned about the same in Ex. M. 10. According to the evidence of W.W. 4 Purushotaman, for work after 6 P.M. 1-4-0 more is paid. For work on Sundays 1-0-0 extra is paid. For women who work in the night, 8 annas extra is paid, and for women who work on Sundays 0-6-0 extra is paid. According to the evidence of W.W. 5 Vasu, in all Re. 1-0-0 is paid extra for work after 6 P.M. On Sundays also Re. 1 extra is paid. To the same effect is the evidence of W.W. 6 Ravindran. According to the evidence of W.W. 7 Said Ali, who is employed in A. V. Thomas and Company double wages are paid for work done after 6 P.M. For work done on holidays on 15th August, and 26th January Rs. 2-8-0 extra is paid. According

to the evidence of W.W. 8 Abdul Khader, the Bata Company give Rs. 4-8-0 extra over weekly remuneration. For overtime work, after 6 P.M., and on Sundays and holidays double wages are paid. According to W.W. 9 E. A. Ali who is employed in Madura Company nothing extra is paid for doing work on Sundays, but for work after 6 P.M. and till 10 P.M. extra wages are paid at the rate 0-6-0 per hour. It is not permissible to take into account the rates paid by A. V. Thomas and Company, Bata Company and Madura Company. It is argued on behalf of the employers, that the workmen, in these are doing factory work and that the workmen are factory workers. The evidence of W.W.s. 3, 4, and 5 may be accepted and the following rates are fixed.

For work:—

- (a) after 6 P.M. 1-0-0 extra in addition to the amount earned.
- (b) on recognised holidays i.e., 26th January, 15th August and Onam and on Sundays, Re. 1-0-0 extra in addition to the amount earned.
- (c) Women after 6 P.M. 0-8-0 extra in addition to the amount earned.
- (d) Women on Sundays: 6 annas extra in addition to the amount earned.

181. On a consideration of the entire evidence, I am of opinion, that the rates as shown above and more fully set out in Annexure IV shall be the minimum rates payable for head-load labour for Mattancherry.

182. However, the above finding is subject to the condition that the said rates shall not apply to the South India Corporation. The same remarks which apply in the matter of rates in Willingdon Island, are applicable and the agreements Ex. M. 15 and W. 18 to W. 20, must prevail so long as they remain in force.

183. It has also been mentioned before me, that there are certain agreements entered into with certain other firms, and that they should prevail so long as they are in force. Ex. W. 15 is the agreement with Messrs. Aspinwalls Ltd, Ex. W. 16 evidences the agreement with Messrs. Pierce Leslie and Company and Ex. W. 17 with Messrs. Volkart Brothers. It is admitted, that Exs. W. 16 and W. 17 relate to labour in Willingdon Island. There are copies of agreements filed by certain other firms by way of answer to interrogatories and contained Ex. M. 1. No evidence has been led in respect of these agreements.

184. It has been argued by Mr. Pai that Messrs. Lever Brothers should be struck off the record, as they are not employers in any sense of head-load labour. The evidence of Mr. Kotchunni is, that Mercantile Marine Services, and Moideen and Sons, do head-load work as contractors for Messrs. Lever Brothers. All the head-load labour is engaged by the said two employers, for Lever Brothers, in the Island. Mr. Kotchunni is not able to contradict the statement, that they do not employ any labour at any place direct. He has no objection to Messrs. Lever Brothers being struck out from the list of employers provided their contractors Moideen and Sons, and Mercantile and Marine Services continue. I do not consider, that it is possible to strike off Messrs. Lever Brothers from the array of parties in view of the reference by Government of India which contains their name. But it is made clear, that they are not employers of head-load labour direct and that the findings in respect thereof are not applicable to them so long as Messrs. Moideen and Sons and Mercantile and Marine Services continue to be their contractors for employing head-load labour.

185. I shall next deal with the contention put forward on behalf of the workers, that there must be an increase over the prevailing and existing rates by 33 and 1/3 per cent. This is strenuously opposed on behalf of the employers, and it is urged on their behalf by Mr. Pai, that the existing rates were arrived at as a result of revision from time to time, and that there is no case made out for granting further increase.

186. The evidence of S. S. Prabhu, M.W. 5 is, that there was increase in the rates by 50 per cent. over those previously in force, and that this increase was given effect to in the beginning of 1952 as a result of compromise. The evidence of Mr. Kochunni is, that since 1947 there has been no increase but only decrease. He is, however, obliged to admit, that there was an increase to the extent of 25 per cent. over the rates that prevailed in 1947. There may be some increase ranging from 8½ per cent. to 30 per cent. in respect of some items of work. From the evidence, there is no doubt at all that there was an increase in the rates given effect to in 1952. Mr. Kochunni has been obliged to admit, that at the present level of rates, ordinarily, a head-load labourer earns, about Rs. 3-0-0 a day on an average in Mattancherry. The monthly earnings may be about Rs. 65-0-0 on the average. The South India Corporation employees get Rs. 75-0-0 a month. Mr. Kochunni also says, that when there is good work a worker might earn about Rs. 5-0-0 to Rs. 6-0-0 per day. A daily paid labourer

gets about Rs. 3-0-0 per day. Ex. M. 16 is a list of earnings filed by the South India Corporation and it shows, that on an average the earnings of a head-load worker amount to Rs. 4-2-0 per day. Ex. M. 1 contains lists of earnings filed by some employers like A. V. Thomas and Company etc., and these show, that the average earnings are from Rs. 3-0-0 to Rs. 4-0-0 a day. When it is clearly established that the average earnings range from Rs. 3-0-0 to Rs. 4-0-0 a day, and when sometimes a worker is able to earn even Rs. 5-0-0 to Rs. 6-0-0 a day, it is hardly possible to hold that there must be an increase over the existing and prevailing rates. Moreover, the rates fixed above cannot be considered to be unfair or inadequate even considering the figures showing the cost of living index. I am quite well aware, that the mere fact that workers are available in large numbers is no reason for cutting down wages. Even bearing this principle in mind and also the testimony of some witnesses that the cost of living in Cochin is high, there is no warrant for increasing the rates as found above further by adding 33 and 1/3 per cent. The criterion in fixing the rate of wages is that we must bear in mind that the wages of a worker must be such as would enable him to have not merely the means for bare subsistence of life but also for the preservation of his efficiency as a worker. At the same time, it is laid down in Nellimara and Chittivalsa Jute Mills and their workmen, 1953, II, L.L.J., 513, that a workman like every other citizen has to bear to some extent the burden of the increased cost of living. The assumption that labour in the Port of Cochin is the most efficient in India is extravagant and gratuitous. Mr. Mathew, M.W. 7 has denied it. On the otherhand his evidence proves that the head-load labour in this port is more costly than in Madras by about 50 per cent. The case for the employers is, that increases were secured from time to time on account of the militant attitude taken up by the workers unaccompanied by improvement in output or operational efficiency. I am of opinion, that no increase over the rates as found above is justified on the evidence and in the present state of circumstances.

187. My finding on the above issues is, that the rates payable to head-load workers are set out in Schedule IV, subject to the conditions in paras. 182 and 184.

188. There will be no order as to costs in the circumstances of this case.

189. Before concluding the award, I desire to place on record my appreciation of the able way in which the matter was dealt with by Mr. M. K. Raghavan for the workers on the one hand and Mr. G. B. Pai for the employers on the other. I also wish to acknowledge the assistance rendered by the members of the Committee who prepared Exs. M.9 and M.10 which greatly simplified the thorny question of rates.

190. In the result an award is passed as follows in respect of the various matters referred to me for adjudication:—

I. *Workers on Board Steamers (Stevedore Labour)*

1. The conditions of employment and the wages payable in respect of workers on board steamers (Stevedore Labour) shall be as set out in Schedule I.

II. *Lighters*

2. The conditions of employment and the wages payable for workers engaged in doing lighterage work on lighters are as set out in Schedule II.

III. *Head-load Labour*

3. Wages.—(Points 1, 2, 4, 5, 7 in the order of Reference):

The wages payable for Head-load Labourers, Willingdon Island, shall be as set out in Schedule III.

4. The wages payable for Head-load Labour, Mattancherry, shall be as set out in Schedule IV.

5. Point No. 9.—The demands for distribution of Pension, Gratuity and unemployment dole to Head-load Labourers is rejected.

6. With reference to the demands for adoption of muster roll system and the demands as set out in Point Nos. 3, 6 and 8 in the Order of Reference my directions are as set out in paragraph 86, 94, 93, and 92 respectively.

IV. There will be no order as to costs.

Dated at Madurai, this the 4th day of February, 1954.

E. KRISHNAMURTHI,
Industrial Tribunal at Madurai.

INDUSTRIAL DISPUTE No. 18 (CENTRAL) OF 1951

LIST OF WITNESSES EXAMINED

For the Workmen

W.W. 1—P. A. Bava
 W.W. 2—Hamsa Koya
 W.W. 3—S. Moidu
 W.W. 4—K. Purushothaman
 W.W. 5—K. Vasu
 W.W. 6—S. Ravindran
 W.W. 7—E. A. Said Ali
 W.W. 8—Abdul Khader
 W.W. 9—E. A. Ali
 W.W. 10—P. A. Sadanandan
 W.W. 11—A. A. Kochunni.

For the Employers

M.W. 1—M. Balakrishna Menon
 M.W. 2—T. A. Kurian
 M.W. 3—C. K. Prabhakaran
 M.W. 4—R. V. Varadharajan
 M.W. 5—S. S. Prabhu
 M.W. 6—P. C. Mathew
 M.W. 7—Vergheese
 M.W. 8—S. Pattu Iyer

LIST OF DOCUMENTS MARKED

For the Workmen

Ex. W. 1—Statement submitted by T. C. Narayankutti Menon, Advocate for the Cochin Port Cargo Labour Union regarding the committee to be formed for registering the names of workers and for distribution of work etc.

W. 2—Statement dated 23-10-1953 submitted by T. C. Narayankutti Menon, Advocate for the Cochin Port Cargo Labour Union.

W. 3—Memo dated 23-10-1953 submitted by P. Balagangadhara Menon, Advocate for the Cochin Port Thozhilali Union.

W. 4—Statement put in by Cochin Thuramukha Thozhilali Union being proposals for the determination of the question of stevedore workers.

W. 5—Statement dated 27-11-1953 submitted by the Cochin Thuramukha Thozhilali Union, Mattancherry.

W. 6—Statement containing scheme for the standardisation of rates for head load work within the Mattancherry area from the north town boundary to the South. (3 pages.)

W. 7—Statement showing existing rate of wages for loading and unloading goods at Mattancherry.

W. 8—Statement showing standardised wage rate for Hill Produce.

W. 9—Register of Stevedore workers (Cochin Thuramukha Thozhilali Union, Mattancherry).

W. 10—Membership register of Lightermen of Cochin Thuramukha Thozhilali Union, Mattancherry.

W. 11—Details of head load workers employed under B. J. Khona, Mattancherry. (Page 19.)

W. 12—Statement showing details of head load workers employed under Govindji Brothers.

W. 13—Statement showing existing rate of wages for headload at M/s. A. V. Thomas and Company, Fort Cochin (Employer No. 26.)

W. 14—Statement showing existing rate of wages for head load at M/s. Batta Company, Fort Cochin. (Employer No. 185.)

W. 15—Memorandum of agreement between the management and workers of Aspinwall and Company Ltd, Fort Cochin.

W. 16—Memorandum of settlement arrived at between the labourers of Messrs Peirce Leslie and Company Limited working on the Island and the management of Peirce Leslie and Company Ltd.

W. 17—Agreement dated 5-4-1952 arrived at between the workers and the management of Volkart Brothers, Cochin before the Administrative Officer.

W. 18—Memorandum of settlement between the South India Corporation and the Cochin Thuramukha Thozhilali Union dated 4-7-1952.

W. 19—Statement showing prevailing rates for shore Labour.

W. 20—Arrangement arrived at the discussions between Messrs South India Corporation Ltd. and the Cochin Thuramukha Thozhilali Union, relating to the employment of temporary muster roll and casual workers.

Ex W. 21—Letter dated 5-4-1952 from the management, Peirce Leslie and Company Ltd., Cochin to the Secretary, Cochin Thuramukha Thozhilali Union, Mattancherry (3 sheets)

W. 22—Letter dated 20-3-1953 from the South India Corporation Ltd., Willingdon Island to the Secretary, Cochin Port Thozhilali Union, Mattancherry

W. 23—Letter dated 16-3-1953 from the Secretary, Cochin Port Thozhilali Union, Mattancherry to the management, South India Corporation Ltd., Willingdon Island

W. 24—Minutes of the joint discussion held in the Industrial Dispute between the Cochin Port Thozhilali Union, representing the workmen employed in Wharf area and Messrs. South India Corporation Ltd., on 17-8-1953 in the Office of the Conciliation Officer (Central), Cochin

W. 25—Letter dated 31-7-1951 from A. R. Chockalingam Chettiar Sons, Mattancherry to the President, Cochin Thuramukha Thozhilali Union, Cochin.

W. 26—Letter dated 31-7-1952 from Chakola Lonappan Palu Mattancherry to the Secretary, Cochin Thuramukha Thozhilali Union, Mattancherry.

W. 27—Letter dated 17-12-1952 from Mookken Devassy Ouseph and Sons to the President, Cochin Thuramukha Thozhilali Union, Mattancherry.

W. 28—Letter dated 18-12-1952 from the President, Cochin Thuramukha Thozhilali Union, Mattancherry, to the Manager, Mookken Devassy Ouseph and Sons, Mattancherry

W. 29—Letter dated 9-8-1951 from the Asstt. Secretary, Indian Chamber of Commerce, Cochin to the President, Cochin Thuramukha Thozhilali Union, Mattancherry.

W. 30—Letter dated 25-8-1952 from V. Moideen and Sons, Mattancherry to the President, Cochin Thuramukha Thozhilali Union, Cochin.

W. 30—(a) Letter dated 31-10-1952 from the Cochin Thuramukha Thozhilali Union, Cochin to the management, M/s. V. Moideen and Sons, Mattancherry.

W. 30—(b) Letter dated 31-10-1952 from the Cochin Thuramukha Thozhilali Union, Cochin to the management, M/s. V. Moideen and Sons, Mattancherry.

W. 31—Minutes of a meeting of the "Committee to settle disputes" held at the Assistant Traffic Manager's Office on 13-3-1952 at 17 00 hours

W. 32—Letter dated 14-8-1951 from the Cochin Thuramukha Thozhilali Union, Mattancherry to the Convener, Steamer Agents Committee, Chamber of Commerce Building, Fort Cochin

W. 32—(a) Record note of a meeting held on Friday the 10th August 1951 at 2.30 p.m. at the Chamber of Commerce building to discuss the working of steamers with representatives of the Cochin Thuramukha Thozhilali Union.

W. 32—(b) Letter dated 9-8-1951 from the Secretary, Steamer Agents' Committee, Fort Cochin to the President, Cochin Thuramukha Thozhilali Union, Mattancherry.

W. 32—(c) Letter dated 9-8-1951 from the Cochin Thuramukha Thozhilali Union, Mattancherry to the Steamer Agents Committee, Fort Cochin.

W. 32—(d) Letter dated 8-8-1951 from the Secretary, Steamer Agents' Committee, Fort Cochin, to the President, Cochin Thuramukha Thozhilali Union, Mattancherry

W. 33—Register of Head load workmen submitted by the President, Cochin Thuramukha Thozhilali Union, Mattancherry

W. 34—Register of Stitchers and Hill Produces workers filed by the President, Cochin Thuramukha Thozhilali Union, Mattancherry.

W. 35—Register of head load contract gangs at Willingdon Island under South India Corporation Limited.

W. 36—Register of head load contract gangs at Willingdon Island under South India Corporation Limited.

W. 37—Statement showing details of rates at present in goods shed, Willingdon Island and Cochin

W. 38—Statement showing details of head load workers in the goods shed, Willingdon Island.

W. 39—Statement showing details of head load workers engaged by South India Corporation in Gypsum work

W. 40—Statement showing the muster roll group of workers at Willingdon Island

W. 41—Statement dated 19-12-1953 filed by the Secretary, Cochin Port Thozhilali Union, Cochin.

W. 42—Membership register of Cochin Port Thozhilali Union, Cochin.

W. 43—Statement dated 12-1-1954 filed by the President, Cochin Thuramukha Thozhilali Union.

Ex. W. 44—Statement dated 11-1-1954 submitted by the Cochin Port Cargo Labour Union regarding the demands of the Head Load Labour.

For the Employers :—

Ex. M. 1—Answers furnished by (1) Messrs Peirce Leslie and Company Ltd., Cochin, (2) Aspinwall and Company Ltd., (3) A. V. Thomas and Company Ltd., (4) Volkart Brothers, Cochin, (5) Bombay Company Ltd., Cochin (6) Messrs. Parry and Company Ltd., Cochin, (7) Darragh, Small and Co., Ltd., (8) M/s. Matheson, Bosanquet and Co., Ltd., Fort Cochin and (9) Madura and Company Ltd., Cochin to the interrogatories submitted by the Cochin Port Thozhilali Union.

M. 2—Answer of the managements Nos. 47, 49, 72, 76, 127, 150, 152 to 162 and 164 to 211 in the list of employers mentioned in the Interrogatories submitted by the Cochin Port Thozhilali Union, Cochin.

M. 3—Further answers of the managements Nos. 47, 49, 72, 76, 127, 150, 152 to 162 and 164 to 211 in the list of employers mentioned in the interrogatories submitted on behalf of the Cochin Port Thozhilali Union.

M. 4—Statements (Forms A and B) showing the average earnings of a 12-month period of head load workman submitted by M/s. Harrisons and Crossfield Ltd.

M. 5—Statements (Forms A and B) showing the average earnings of a 12 month period (treating a month consisting of 26 days) submitted by A. V. Thomas and Company Ltd., Cochin.

M. 6—Schedule of rates of cooly charges agreed by coolies working in the Willingdon Island warehouse of Messrs Matheson Bosanquet and Company Ltd.

M. 7—Statement showing the average earnings of a workman engaged in head load labour in a year submitted by Volkart Brothers, Cochin.

M. 8—Statement containing rates of Peirce Leslie and Company, Cochin.

M. 8—(a) Statement containing schedule of current rates of Peirce Leslie and Company Ltd., Willingdon Island.

M. 9—Statement showing scheme for standardised rates for head load work within Willingdon Island, based on existing scales of rates available in that area as paid by various employers.

M. 10—Statement showing head load labour rates and the charges for Hill Produce in Martan cherry, filed by the Indian Chamber of Commerce.

M. 11—Joint statement dated 23-10-1953 submitted by the parties regarding awards dated 18-12-1951 and 7-2-1952.

M. 12—Statement submitted on behalf of employers by Mr. G. B. Pai, Advocate on 24-10-1953.

M. 13—List of licensed stevedores and the staff that are obliged to keep under the Port Rule (Confidential).

M. 14—Statement showing the number of gangs engaged each day in connection with the loading and unloading of cargo at the Port for one year (August 1952 to July 1953) (Confidential).

M. 15—Minutes of meeting held in the Port Administrative Officers' Office on the 25th and 26th April 1952 regarding payment of wages to head load workers employed on the Willingdon Island by M/s. South India Corporation Ltd.

M. 16—Statement showing total man days worked, wages paid and the average earnings, filed by the South India Corporation Limited.

E. KRISHNAMURTHI, INDUSTRIAL TRIBUNAL AT MADURAI.

SCHEDULE I

Workers on Board Steamers (Stevedore Labour)

I. Employers.—The licenced stevedores i.e., those licenced under the Cochin Port Rules, and permitted to carry on stevedoring work in the Port of Cochin, shall be registered in the Register called the 'Employers Register' and such registered stevedores shall be referred to as "Employers". The Employers Register shall be maintained by the Administrative Committee referred to hereafter.

II. Employment of Dock Labour.—All dock labourers or stevedore labourers, for employment, in connection with the loading, unloading, movement or storage of cargoes, or work in connection with the preparation of ships or other vessels fit for the receipt or discharge of cargoes or for leaving port, shall be employed by an employer, in the manner hereinafter laid down.

III. *Monthly workers.*—All dock workers and stevedore labourers shall be divided into two classes:

- (i) Those workers, who are directly employed on contract and enrolled by the month and paid by the month, by the individual stevedores, and shown by them as being on their permanent list in the lists submitted to the Port Authorities, shall be known as "monthly workers" and these shall be registered as such in the register called the "Monthly Workers' Register".
- (ii) Those workers, other than those on the monthly register, shall be placed in a reserve pool, and controlled and distributed and allocated by the Administrative Committee, and shall be known as "Reserve Pool Workers", and shall be registered in the register called the "Reserve Pool Register" by the Administrative Committee.

IV. *The Administrative Committee.*—(i) The Administrative Committee shall ordinarily consist of (1) three representatives of labour, (2) two representatives of the employers (3) one representative of the steamer agents and (4) the Administrative Officer for the time being of the Port of Cochin. The three representatives of labour shall consist of, either, the respective President or Secretary or any office bearer for the time being, of each of the three Unions respectively, i.e., Cochin Thuramukha Thozhilali Union, Cochin Port Cargo Labour Union and Cochin Port Thozhilali Union.

(ii) The Administrative Officer of the Port of Cochin for the time being shall be the Chairman of the Committee.

(iii) The decision on all matters by the committee shall be by vote, and the decision of the majority of the members of the Committee shall prevail, and be final.

(iv) In case of equality of votes, the Chairman shall have a casting vote.

(v) The quorum and procedure of the Administrative Committee shall be such as may be decided upon by the said Committee.

V. (i) If any of the Associations or Labour Unions fails to send its representative to be empanelled on the Administrative Committee or serve as a member thereof, then the rest of the members shall constitute the Administrative Committee, and function as such and shall exercise all powers, and carry on all functions as the Administrative Committee.

(ii) No action of the Committee shall be questioned merely on the ground of the existence of any vacancy in or defect in the constitution of the Committee.

(iii) It shall, however, be open to the concerned Association or Union to send its representative at any later time and if such Association or Union decides to send its representative at a later time to serve as a member of the Committee, then the Committee shall function with such representative also. Provided that any action of the Committee taken before the addition of such member shall not be liable to be questioned or reopened merely by reason of the addition of such member.

VI. *Register of Employers.*—(a) The Administrative Committee hereinafter referred to as the "Committee" shall register the "employers" viz., the licensed stevedores, in the Employers Register, and keep and maintain such registers or records in such form as it thinks fit.

VII. *Register of Monthly Workers.*—(b) The Committee shall also register the "monthly workers" referred to above and their respective Employers, in the Monthly Register, and maintain such registers or records in such form as it thinks fit.

VIII. *Register of Reserve Pool Workers.*—The Committee shall also register, the dock workers and stevedore labourers and other than those in the "monthly register", and with necessary qualifications as prescribed below, in the register called the "Reserve Pool Register", and such registers and records may be kept in such form as the Committee thinks fit.

IX. *Register of Reserve Pool Workers.*—(i) Only such stevedore workers who satisfy the Committee that they are—

- (a) physically fit,
- (b) free from disease, and
- (c) have had experience of stevedoring work in the Port of Cochin for a period of at least six months prior to 1st September 1953, whether continuous or not,

shall be registered as workers in the "Reserve Pool Register". Such workers entered in the Reserve Pool Register shall be called "Reserve Pool Workers".

(ii) No stevedore labourer shall be registered in the "Reserve Pool Register", unless he satisfies the qualifications laid down in clause (i) above, and also puts in an application in writing to the Administrative Committee praying for registration, and giving such particulars as may be required by the Committee, accompanied by a fee of Re. 1 for each application and individual. Such application must be presented to the Committee, within such period as may be notified by the Committee; provided that the Committee may entertain any application in its discretion even though it is presented beyond the prescribed date.

X. Removal of worker in Reserve Pool Register for misconduct.—The Committee shall have the power to remove any worker registered as "Reserve Pool Worker" from the "Reserve Register" for reasons of voluntary resignation, or negligence, or misconduct, in the discharge of his duties, or any other justifiable cause.

XI. Categories of workers registered in the Reserve Pool Register.—The workers registered in the "Reserve Pool Register" shall be classified into the following categories by the Committee:—

- (1) Foreman.
- (2) Tindal.
- (3) Winchman.
- (4) Ordinary Stevedore Workman.

XII. Filling up of vacancies in the Monthly Register.—(i) If vacancies arise in the ranks of the monthly workers, now on the permanent list of the registered employers, the concerned employer may appoint a person suitable for promotion from lower categories of monthly workers, on the permanent list supplied to the Port Authorities.

(ii) If, however, such a person is not available, the concerned employer shall apply to the Administrative Committee, and the said Committee may fill up the vacancy by transfer of a senior worker, in the same or superior category, of the Reserve Pool Workers; in making such promotion or transfer ordinarily, seniority, merit, fitness and record of past service may be taken into account, but such promotion and transfer shall be at the discretion of the Committee.

XIII. Filling up of vacancies in the Reserve Pool Register.—(i) Vacancies in the categories of workers in the Reserve Pool Register, shall be filled up ordinarily by the Committee by promotion of a worker, from the next lower category, and in making such promotion, seniority, merit, fitness, and record of past service, may be taken into account, but such promotion shall be at the discretion of the Committee.

(ii) In the case of ordinary stevedore workers, vacancies arising in future shall be filled up at the discretion of the Committee.

XIV. Classification of cargo and categories of workers.—The classification into categories and of workers shall also be made according to the cargo to be handled *viz.*,

- (i) General and Bag Cargo.
- (ii) Coal and Sulphur.

XV. Employment of Workers.—No employer shall employ any stevedore labour except in the manner laid down below:—

- (a) Workers on the monthly register attached to a registered employer shall be employed by that employer in preference to any other worker in the Reserve Pool Register.
- (b) For work which cannot be done by the workers on the monthly register, workers on the Reserve Pool Register, shall be employed, but workers shall not be employed ordinarily two consecutive shifts in a day.
- (c) In no case will workers on the monthly register be employed on a second shift so long as workers in a similar category, on the Reserve Pool Register are available for work in the said shift.
- (d) All Reserve Pool Workers shall be allotted work by the Administrative Committee by rotation, and shall be split up by the Committee into gangs, and the allotment of workers by rotation, shall be by gangs. Subject to the allotment of work by rotation, the Committee may bear the principle of seniority in mind, *i.e.*, a worker may not be allocated unless other registered workers, of the same category, above him, in the register, have been allocated.

(e) The Committee shall allot the gangs to the several employers by rotation.

XVI. *Strength of Gangs.*—(1) The strength of the gange shall be as follows:

(i) General and bag Cargo: 18 men including 1 tindal and 2 winchmen.

(ii) Coal and Sulphur: 22 men including 1 tindal and 2 winchmen.

(2) A filling and bagging gang on board shall consist of 31 men (22 for bagging and 8 for stitching plus 1 tindal).

(3) The stevedores shall have the liberty to add to the number of a gang in order to speed up work.

(4) The stevedores shall have the liberty to divert a gang to other hatches subject to a maximum of three hatches per shift.

XVII. *Shifts and Hours of Work.*—(1) The work shall be done in two shifts of 8 hours each as follows:

(i) Day Shift: 8 A.M. to 5 P.M. with an interval of one hour between 12 noon and 1 P.M.

(ii) Night Shift: 6 P.M. to 3 A.M. with an interval of one hour between 10 P.M. and 11 P.M.

(2) No workman shall be allowed to work in more than one shift in a period of 24 hours.

(3) Overtime work per shift shall exceed 2 hours.

XVIII. *Out-turn.*—(1) The gangs shall give an out-turn as follows:

(i) Bag Cargo including Cargo bagged in the hold: 20 dead-weight tons per hook per hour.

(ii) Coal and Sulphur 18 dead-weight tons per hook per hour.

(iii) General Cargo: 11 dead-weight tons per hook per hour.

(2) The out-turn shall be reckoned on the basis of the work done per shift.

(3) The gangs shall be responsible for all work on board like:

(i) Opening and closing hatches.

(ii) Removing and fixing beams.

(iii) Laying and removing dunnage and removing and stacking ventilators.

(iv) Straightening derricks and fixing guys.

(v) Collection of sweepings.

(4) The gangs shall not be responsible for cleaning the holds and bilges.

(5) The out-turn for a filling and bagging gang on board shall be 20 dead-weight tons per hour.

XIX. *Remuneration.*—(1) The remuneration per workman shall be as follows:

(i) Rs. 4-8-0 per day shift.

(ii) Rs. 5-8-0 per night shift.

(2) Overtime shall be paid at the rate of Rs. 1-2-0 per hour when in continuation of a day shift and Rs. 1-6-0 per hour when in continuation of a night shift.

(3) A tindal shall be paid an extra remuneration of Rs. 1-4-0 per shift. The overtime remuneration for a Tindal shall be Rs. 1-7-0 per hour when the overtime work is in continuation of a day shift and Rs. 1-11-0 per hour when it is in continuation of a night shift.

(4) A winchman when he discharges the duties of a Winchman and not that of an ordinary member of a gang shall be entitled to an extra remuneration of Re. 1-0-0 per shift. The overtime remuneration for a Winchman discharging the duties of a Winchman shall be Rs. 1-4-0 per hour when the overtime work is in continuation of a day shift and Rs. 1-8-0 per hour when it is in continuation of a night shift.

(5) Free meals and allowances for food in lieu thereof shall be discontinued immediately the Cochin Thuramukha Thozhilali Union has made the necessary arrangements for opening and running a Canteen or after two months from this day, whichever is earlier. Till the opening of the canteen or the expiry of two months, as the case may be, the stevedores shall continue to give a free meal per shift and shall be entitled to deduct 12 annas per meal from the remuneration calculated according to the terms of this Settlement.

(6) If the out-turn is less than that mentioned in Section 1V above, the stevedores shall be entitled to reduce a proportionate share of the wages and if the out-turn is more, the workmen shall be entitled to receive for the extra out-turn an incentive bonus as follows:—

Day Shift:

- (i) Bag Cargo including Cargo bagged in the hold—Re. 0-13-0 per dead weight ton.
- (ii) Coal and Sulphur—Rs. 1-1-0 per dead weight ton.
- (iii) General Cargo—Rs. 1-7-0 per dead weight ton.

Night Shift:

- (i) Bag Cargo including Cargo bagged in the hold—Re. 0-15-0 per dead weight ton.
- (ii) Coal and Sulphur—Rs. 1-4-0 per dead weight ton.
- (iii) General Cargo—Rs. 1-11-0 per dead weight ton.

(7) Payment shall be effected by the Stevedores within 24 hours after the completion of the shift concerned.

(8) If after the tokens are issued no work becomes available, the workmen shall be entitled to one half of the wages of the shift and if after tokens are issued any work is done, to the full wages of the shift.

XX. The committee shall provide for maintenance of records of employment and earnings of workers.

XXI. *Settlement of Disputes.*—It shall be the duty of the Administrative Committee to resolve all doubts and difficulties in respect of all matters set out above and settle all disputes that may arise from time to time, and its decision shall be final.

XXII. The Administrative Committee may appoint a Special Officer to assist them; and Mr. Balakrishna Menon or any other suitable person when they think fit, may be appointed as Special Officer. The Committee shall fix his remuneration by the month, and shall find suitable ways and means, to pay the Special Officer his remuneration. The Special Officer shall assist the Committee in its work, and discharge his duties under the directions of the Committee, and carry out such functions as may be allotted to him by the Committee.

XXIII. The Port Administrative Officer and Mr. Balakrishna Menon may take the initiative to empanel and constitute the Administrative Committee and request the various associations referred to above to send their representatives by a prescribed date

XXIV. The above arrangements for employment of stevedore labour shall be subject to any scheme that may be framed by the Government of India, and shall be applicable, only till such time, as the Government of India scheme is brought into force and becomes effective, in the Port of Cochin.

E. KRISHNAMURTHI,
Industrial Tribunal at Madurai.

SCHEDULE II

Lighterage Labour

1. The crew shall be given an increase of 33 and 1/3 per cent. in their present share of the Boat Hire rates, for example, the existing rate of Rs. 6 per 100 bags of rice, not exceeding 160 lbs. each, shall be increased to Rs. 8

2. The crew shall continue to get as at present a detention charge of Rs. 2 per head for work beyond the first 24 hours and within the first 48 hours.

3. The crew shall also continue to get demurrage charges as at present for work beyond the first 48 hours.

4. The present night overtime remuneration for the first night shall continue to be paid to the Crew (whether working or not working), "night" being reckoned as from 6 P.M. to 6 A.M.

5. The tindals shall be paid by the Boatowners a Tindal's allowance of one anna per rupee of the enhanced Crews' share of the Boat Hire Rates.

6. Payments shall be made on a tentative basis within 24 hours of the completion of each trip, and the accounts shall be settled immediately on receipt of the shipping documents.

7. The crew shall keep pace with the stevedoring work whether they are working alongside the wharves or a ship in stream.

8. The above arrangement shall come into operation on and from the date the Port Administration approves the increase of 50 per cent. in the present boat hire rates suggested by the Cochin and Indian Chamber of Commerce.

9. The Administrative Committee constituted for the purpose of regulating employment of Stevedore Labour *i.e.*, the Administrative Committee referred to in Schedule I, Paragraph IV shall also make arrangements for registration of Lighterage Labour in such manner as the Committee thinks fit.

10. All doubts and difficulties and all disputes that may arise in connection with Lighterage labour shall be resolved and decided by the aforesaid Administrative Committee and the decision of the said Committee shall be final.

E. KRISHNAMURTHI,
Industrial Tribunal at Madurai.

SCHEDULE III

The Rates for Head Load Labour, Willingdon Island

(Copy of Ex. M. 9)

PART A

SCHEME FOR STANDARDISED RATES FOR HEAD-LOAD WORK WITHIN WILLINGDON ISLAND, BASED ON EXISTING SCALES OF RATES AVAILABLE IN THAT AREA AS PAID BY VARIOUS EMPLOYERS.

1. The various schedules of the scheme are appended hereto.

2. The operations performed are classified in Schedule I.

3. The types of cargo handled are classified in Schedule II.

4. In Schedule 3, the different standardised rates for loading and unloading various types of cargo are specifically mentioned. For other operations, percentages or multiples of the rates available for loading and unloading are specified for each category of work.

5. It will be noted, for loading and unloading work taken as a standard operation, the various rates enumerated (*viz.* the existing rates) will result in a flat rate of 5 annas per ton.

6. It will be in the interests of all concerned if the hundreds of rates at present obtained are converted to a flat rate per ton, with due allowance to the nature of operations.

SCHEDULE I

1. Loading or unloading at Wharf, at Transit Sheds, at Warehouses, at open spaces, from and to wagons/lorries/valloms and lighters at the High Wharf.

2. Removal from any transit sheds to crane or derrick and *vice versa*.

3. Removal from Transit Sheds to storage sheds (A to G)/warehouses/open space within wharf area and *vice versa*.

4. Removal from storage sheds (A to G sheds)/warehouses/open space within wharf area/transit sheds to valloms at Goods Shed jetty/goods sheds/M. shed and *vice versa*.

5. Removal from valloms/lighters/M. Shed/Goods Shed jetty to lorry wagon or to shed at Goods Shed/M. Shed and *vice versa*.

6. (a) Weighing.

(b) Re-stacking.

(c) Spreading.

7. Weighing during operations.

8. Marking.

PART B

SCHEDULE II OF Ex. M. 9.

Classification of Cargo**1. Bags :**

Rice 12 bags per ton.
 Wheat 12 bags per ton.
 Nux-Vomica 14 bags per ton.
 Paddy 14 bags per ton.
 Raw Cashew 1 $\frac{1}{2}$ cwts.
 Cardamom cwt.
 Beedi tobacco 1 cwt.
 Milo 12 bags per ton.
 Dry Ginger 14 bags per ton.
 Copra 13 bags per ton.
 Coffee 2 cwts.
 Pepper 1 $\frac{1}{2}$ cwts.
 Sand bag 1 cwt.
 Cement 1 cwt.
 Groundnut 1 $\frac{1}{2}$ to 2 cwts.

2. Bales and Bundles :

Cotton Waste 4 to 6 cwts.
 Jute Rags 4 to 6 cwts.
 Rubber bundles 2 cwts.
 Mats and Mattings below 2 cwts.
 Mats and Mattings above 2 cwts.
 Egyptian Cotton 6 to 7 cwts.
 Hessian Cloth 4 to 7 cwts.
 Coir Yarn bundles 1 cwt.
 Coir Yarn bales 3 cwts.
 C.P. Goods (Cft.) 3/4 cwts.

3. Cases and chests :

Tea chests—Full 112 to 145 lbs.
 Tea chests—Half 70 to 112 lbs.
 Cashew Kernel Cases 64 $\frac{1}{2}$ lbs.
 Cardamom 1 cwt.
 Cigarette Cases above 5 cft.
 Cigarette cases below 5 cft.
 Cases upto 28 lbs.
 Cases upto 29 to 56 lbs.
 Cases upto 57 to 112 lbs.
 Mica—28 packages per ton.

4. Machinery, Hard ware and Heavy Packages:

Machinery packages above 1 ton.
 Machinery packages below 1 ton.
 Cables 4 tons.
 Tin sheet cases 1 ton.
 Coal, Gypsum, Scraps 1 ton.
 Cars and trucks per piece.

5. Tins and drums :

Tins upto 1 cwt.
 Drums 4 cwts.
 Cashew shell liquid 4 to 5 cwts.
 Tar drums 4 cwts.
 Caustic Soda 5 to 6 cwts.

6. General Cargo :

Timber logs 40 cft. (1 $\frac{1}{2}$ shipping ton).
 Paper Reels 1 $\frac{1}{2}$ cwts.
 Paper Reels 2 $\frac{1}{2}$ cwts.
 Paper Reels 5 cwts.
 Tiles (Nos. 1,000).

PART C

RATES

Schedule III of Ex. M. 9.

Willingdon Island

I. LOADING OR UNLOADING AT WHARF, AT TRANSIT SHEDS, AT WAREHOUSES, AT OPEN SPACES, FROM AND TO WAGONS/LORRIES/VALLOMS AND LIGHTERS, AT THE HIGH WHARF.

A. *Bag Cargo*.—Per 100 units : (Rice, Milo, Wheat, Paddy, Pepper, Dry Ginger, Nux Vomica, Raw Cashew Nuts, Coffee, Beedy Leaves, Cement, Sand, etc.)

	Rs. A. P.
(a) Upto 1 cwt.	1 9 0
(b) Above 1 to 1½ cwts.	2 5 6
(c) Above 1½ to 2 cwts.	3 2 0

B. *Bundles*.—(Per 100 units) : (Rubber, Mats and Mattings, Coir Yarn, Plywood in bundles, Tea Chests and Baskets in bundles, Hoop Iron in coils upto 1 cwt., etc.)

(a) Upto 1 cwt.	1 9 0
(b) Above 1 to 2 cwts.	3 2 0
(c) Above 2 to 3 cwts.	4 11 0
(d) Above 3 to 4 cwts.	6 4 0
(e) Above 4 to 6 cwts.	9 6 0

C. *Bales*.—Per 100 units : (Cotton waste, Old Jute rags, Coir Yarn, Hosiery cuttings, Silk waste, Empty gunnies, Egyptian Cotton, etc.)

(a) From 3 to 4 cwts.	6 4 0
(b) Above 6 to 8 cwts.	12 8 0

D. *Cases and Chests*.—Per 100 units :

(a) Tea Chets (full and half)	3 2 0
(b) Tea Chests (quarter)	0 12 6
(c) Cashew Kernels	0 12 6
(d) Cardamoms	1 9 0
(e) Cigarettes—below 5 cft.	2 5 6
Do. —above 5 cft.	3 14 6
(f) Cotton Piccegoods	3 2 0
(g) Tea Chest Metal Fittings	2 5 6
Tea Chest Linings	0 12 6
(h) Hardware, Mammotties, etc., in cases of half cwt.	0 12 6

E. *Tins and Drums*.—per 100 units :

(a) Tins & Drums upto 1 cwt.	1 9 0
(b) Filled drums (cashewnut shell liquid, rubber latex, oils, caustic soda, etc.) upto 5 cwts.	7 13 0
(c) Empty drums (small)	0 1 7
(d) Empty drums (large)	1 2 9

F. *Machinery, Cables, C.I. Pipes and Tinsheets*—per ton of 20 cwts.

(a) Upto 1 ton	0 5 0
(b) Above 1 ton for the 1st ton.	0 5 0

for every additional ton

G. *Timber logs*.—Per ton of 40 cft.

0 5 0

II. REMOVAL FROM TRANSIT SHEDS TO CRANE OR DERRICK.

A. *Bag Cargo* ; Per 100 units : (Rice, Milo, Wheat, Paddy, Pepper, Dry Ginger, Nux Vomica, Raw Cashew Nuts, Coffee, Beedy Leaves, Cement, Sand etc.)

(a) Upto 1 cwt.	1 9 0
(b) Above 1 to 1½ cwts.	2 5 6
(c) Above 1½ to 2 cwts.	3 2 0

B. *Bales* ; Per 100 units : (Cotton waste, old jute rags, Coir Yarn, Hosiery Cutting,

Silk Waste, Empty gunnies, Egyptian Cotton, etc.)

(a) From 3 to 4 cwts.	6 4 0
(b) Above 6 to 8 cwts.	12 8 0

C. Bundles ; Per 100 units : (Rubber, mats, mattings, plywood in bundles, tea chest battens in bundles, Hoop Iron in coils upto 1'cwt., etc.)	Rs. A. P.
(a) Upto 1 cwt.	1 9 0
(b) Above 1 to 2 cwts.	3 2 0
(c) Above 2 to 3 cwts.	4 11 0
(d) Above 3 to 4 cwts.	6 4 0
(e) Above 4 to 6 cwts.	9 6 0

D. Cases and Chests—Per 100 units :

(a) Tea chests (full & half)	3 2 0
(b) Tea chests (Quarter)	0 12 6
(c) Cashew Kernels	0 12 6
(d) Cardamoms	1 9 0
(e) Cigarettes—below 5 cft.	2 5 6
Do. —above 5 cft.	3 14 6
(f) Cotton Piecegoods	3 2 0
(g) Tea Chest Metal Fittings	2 5 6
Tea Chest Linings	0 12 6
(h) Hardware, Mammotties, etc., in cases of half cwt.	0 12 6

E. Tins and Drums—per 100 units :

(a) Filled drums (Cashew nut shells liquid, rubber latex, oils, etc.) :	
Upto 1 cwt.	1 9 0
Above 1 to 5 cwts.	7 13 0
(b) Empty drums	1 2 9

F. Machinery, Cables, C.I. Pipes and Tin Sheets—per ton of 20 cwts :

(a) Upto 1 ton	0 5 0
(b) Above 1 ton for the 1st ton	0 5 0
— for every additional ton	plus 0 5 0

G. Timber Logs—per ton of 40 cft. 0 5 0

III. REMOVAL FROM TRANSIT SHEDS TO STORAGE SHEDS (A TO G SHEDS)/WAREHOUSES/OPEN SPACE WITHIN WHARF AREA.

DOUBLE THE RATES FOR LOADING OR UNLOADING *viz* Item I.

IV. REMOVAL FROM STORAGE SHEDS (A TO G SHEDS)/WAREHOUSES/OPEN SPACE WITHIN WHARF AREA/TRANSIT SHEDS TO VALLOMS AT GOODS SHED JETTY/GOODS SHED/M. SHED.

THREE TIMES THE RATES FOR LOADING OR UNLOADING, *viz.*, Item I.

V. REMOVAL FROM VALLOMS/LIGHTERS/M. SHED AT GOODS SHED JETTY TO LORRY/WAGONS/OR TO SHED AT GOODS SHED/M. SHED.

Bag Cargo—per 100 units :

Above 1 to 2 cwts. : Rs. 3-10-0 (including weighment).

VI. (a) Weighing	} 50% of the loading or unloading rates, <i>viz.</i> , item I.
(b) Re-stacking, or	
(c) Spreading	

VII. WEIGHING DURING OPERATIONS :

(a) Bag Cargo upto 1½ cwt. per 100 units Rs. 0-8-0.

(b) All other cargo : 25% of the loading or unloading rates, *viz.*, item I.

VIII. MARKING: —100 units per stencil : Rs. 0-4-2.

1. The rates payable for head load labour in Willingdon Island for different operations as set out in Part A and Part B above shall be according to the rates set out in Part C plus 20% of the said rates in respect of each item and operation.

2. The rates as directed above shall be paid and payable subject to the following exceptions.

(i) The rates directed to be paid as above shall not apply to South India Corporation and the rates that shall prevail so far as this company is concerned shall be the rates payable as per the agreements entered into with the workers like Ex. M. 15, W. 18 to W. 20 and so long as these agreements remain in force.

(ii) Whenever the rate as set out in Part C plus 20% on any item and operation is less than the rate payable for that particular item and operation by Messrs. Peirce Leslie and Company Limited according to the current rates prevailing in that company as shown in Ex. M. 8(a) the higher rate as prevailing in Messrs. Peirce Leslie and Company Limited shall prevail.

(iii) That, wherever, a rate higher than that mentioned in Part C plus 20% thereof, is payable for any particular item and operation, according to any agreements in writing entered into with workers by any employers, such higher rates shall be paid so long as such agreements remain in force.

(iv) For the following types of cargo viz., (1) "Cupersena" (2) Bone-meal, (3) Sulphur, (4) D.D.T. (5) Acids, and (6) Cement the head load workers shall be paid not only the rates as for ordinary cargo (the rates as in Ex. M. 9 plus 20%) but also 50% more of the said rates by way of extra remuneration.

(v) For work done :

- (1) after 6 P.M.,
- (2) on Sundays, and
- (3) recognised holidays viz., Republic Day (26th January), Independence Day (15th August), and Onam,

an extra remuneration of 8½% of the wages at the ordinary rate, shall be paid over and above the ordinary wage, by employers other than the South India Corporation.

(vi) The South India Corporation shall pay as per the provisions of the agreement entered into with the workers.

E. KRISHNAMURTHI,
Industrial Tribunal at Madurai.

SCHEDULE IV

Rates payable for Head Load Labour, Mattancherry.

Sl. No.	Type of work and nature of Cargo	Unit	Weight	Rates				Remarks
				Jettside Godown	Roadside Godown	Western- side		
1	2	3	4	5	6	7	8	
I								
A. Bag Cargo								
1.	Bag Cargo	per 100	Standard and below	6	4	0	9	6
2.	Do.	do.	Above standard upto 2 cwts.	9	6	0	14	10
3.	Sukha	do.	..	6	4	0	12	8
4.	Beedi Leaves	do.	..	12	8	0	12	8
B. Bales and Bundles								
5.	Bales and Bundles	do.	Upto 1 cwt.	6	4	0	9	6
6.	Do.	do.	1 cwt. to 2 cwts.	18	12	0	28	2
7.	Do.	do.	2 cwts. to 4 cwts.	25	0	0	37	8
8.	Do.	do.	4 cwts. to 6 cwts.	37	8	0	56	4
9.	Do.	do.	6 cwts. to 8 cwts.	56	4	0	75	0
10.	Tobacco Chippans	do.	..	12	8	0	112	8
C. Cascs and Chests								
11.	Tea chests	do.	All varieties	6	4	0	9	6
12.	Cashew Kernel Ch- ests	do.	Do.	4	10	0	6	15
13.	Cardamoms	do.	Do.	4	10	0	6	15
14.	Cases	do.	Upto 1 cwt.	6	4	0	9	6
15.	Do.	do.	1 cwt. to 2 cwts.	18	12	0	..	..
16.	Soap boxes	do.	..	5	0	0	..	..
D. Tins.								
17.	Tins	do.	Below 5 lbs.	1	9	0	..	..
18.	Do.	do.	Upto 12 lbs.	3	2	0	4	12
19.	Do.	do.	13 to 40 lbs.	4	10	0	6	15

1	2	3	4	5	6	7
				Rs. A. P.	Rs. A. P.	Rs. A. P.
54	Bags . . .	Per 100	2 to 3 cwts.	3 2 0		
55	Do. . . .	Do.	3 to 4 cwts.	4 10 0	..	
56	Do. . . .	Do.	4 to 6 cwts.	6 4 0	..	
57	Do. . . .	Do.	6 to 8 cwts.	9 6 0	..	
58	(v) Tea chests and Fittings . . .	Do.	.... ..	2 0 0	..	
59	(vi) Cotton bales . . .	Do.	.... ..	9 6 0	..	
60	(vii) Machinery and Hardware . . .	Do.	Per ton	1 2 0	..	
61	(viii) Timber . . .	Do.	Do.	1 2 0	..	
62	(xi) Drums Empty . . .	Do.	.... ..	3 2 0	..	
63	Filled . . .	Do.	Upto 4 cwts.	7 4 0	..	
		Do.	Over 4 cwts.	9 6 0	..	
<i>Restacking</i>						
	(B) (In another Go-down).					
64	Do. . . .	Do.	Standard weight	4 0 0	..	
<i>V. Removing damaged contents, filling, stitching and stacking</i>						
65	Do. . . .	Do.	.... ..	9 6 0	..	
<i>VI. Carrying light cargo upstairs</i>						
66	Do. . . .	Do.	Weighing upto 90 lbs. ..	7 8 0	..	
67	VII. Sampling and testing . . .	Do.	.... ..	1 0 0	..	
68	VIII. Transhipment of goods from lighter to valloms and vice versa				50 % of the rates given for unloading at jetty-side Go-downs.	
<i>IX. Cart Load</i> (Loading, conveying, unloading and stacking).						
69	(i) Bags of standard weight . . .	Per 100	Upto 100 yards	6 4 0	..	
70		Do.	Over 100 up to 200	9 6 0	..	
71		Do.	Over 200 upto 300	18 12 0	..	
72		Do.	Over 300 upto 400	25 0 0	..	
73		Do.	Over 400 upto 500	31 4 0	..	
74		Do.	Over 500 upto 600	37 8 0	..	
75		Do.	Over 600 upto 1,000	43 12 0	..	
76		Do.	Over 1,000 upto 1,200	51 13 6	..	
77		Do.	Over 1,200 upto 1,600 and above	58 5 3	..	
78	(ii) Bags of above standard weight upto 2 cwts. . .	Do.	.... ..		25 % over and above the rate for standard bags.	
79	(iii) Bags of one Bengal maund each . . .				25 % less than the rate for standard bags.	

1	2	3	4	5	6	7
				Rs. A. P.	Rs. A. P.	Rs. A. P.
80	(iv) Cases and other packages:					
	(a) upto 1 Bengal maund.			25 % less of the above rates.		
	(b) above 1 maund upto the standard weight.			The same rate as above.		
	(c) over the standard weight upto 2 cwts.			25 % more of the above rates.		
	(d) above 2 cwts. upto 3 cwts.			50 % more of the above rates.		
81	Handling injurious cargo :					
	1. Cupersena . . .					
	2. Bone-meal . . .					
	3. Cement . . .					
	4. Sulphur . . .					
	5. D.D.T. . . .					
	6. Acids					

SCHEDULE IV.—

Rates for Hill Produce

I. Landing

82	Do.	Per candy	0	5	0	0	6	0	..
83	Do.	100 bags	4	6	0	..	..	..

II. Bulking or Filling

84		Per candy	..	0	3	0	..
----	--	-----------	----	---	---	---	----

85	III. Weighing (Both Rasi and ordinary) . . .	Per candy	..	0	4	0	..
----	---	-----------	----	---	---	---	----

86	IV. Warrel . . .	Do.	..	0	10	0	..
----	------------------	-----	----	---	----	---	----

87	V. Local delivery to Buyer's Godown . . .	Per candy	..	1	4	0	..
----	---	-----------	----	---	---	---	----

88	VI. Filling and Stitching . . .	100 bags	Maximum of 1½ cwts.	..	6	4	0	..
----	---------------------------------	----------	---------------------	----	---	---	---	----

89	VII. Stitching (a) Single . . .	100 bags	..	2	8	0	..
----	------------------------------------	----------	----	---	---	---	----

89	(b) Double . . .	Do.	..	3	12	0	..
----	------------------	-----	----	---	----	---	----

90	Double bag stitching	Do.	..	5	0	0	..
----	----------------------	-----	----	---	---	---	----

91	(c) Stitching by folding all four corners upto 1½ cwts. . .	Do.	Each upto 1½ cwts. .	..	7	13	0	..
----	---	-----	----------------------	----	---	----	---	----

91	Double stitching with folding and stitching up all the four corners . . .	Do.	..	11	11	6	..
----	---	-----	----	----	----	---	----

VIII. Restacking

92	(a) Same Godown . . .	Do.	..	2	8	0	..
----	-----------------------	-----	----	---	---	---	----

93	(b) Removing from one godown to another and restacking the same. . .	Do.	..	3	12	0	..
----	--	-----	----	---	----	---	----

94	IX. Marking (a) One Side . . .	Do.	..	2	8	0	..
----	-----------------------------------	-----	----	---	---	---	----

94	(b) Both sides . . .	Do.	..	3	12	0	..
----	----------------------	-----	----	---	----	---	----

95	X. Drying (a)	Per candy	..	0	7	6	..
----	------------------	-----------	----	---	---	---	----

I	2	3	4	5	6	7	8
				Rs. A. P.	Rs. A. P.	Rs. A. P.	
96	(b) Transporting charge from godown to yard when the yard is not adjacent to godown	Per candy		..	0 7 6	..	
	XI. <i>Oiling</i>						
97	(a) Special	Do.		..	1 4 0	..	
98	(b) Ordinary	Do.		..	0 12 6	..	
	XII. <i>Ginger Bleaching</i>						
99	(a) Once	Per candy		..	3 12 0	..	
100	(b) Twice	Do.		..	4 8 0	..	
101	(c) Thrice	Do.		..	10 0 0	..	
102	(d) Four times	Do.		..	14 8 0	..	
	XIII. <i>Bleaching other commodities once</i>	Do.	(Repeated operations will have repeated wages.)		3 12 0		
	XIV. <i>Garbling</i>	Do.		..	2 13 0	..	
103	XV. <i>Washing and drying</i>	Do.					
104	XVI. <i>Sifting</i>	100 bags		..	1 9 0	..	
105	XVII. <i>Garbling, Removing to yards, washing sifting and reconditioning</i>	Per bag	1 cwt.	..	1 6 6	..	
106	XVIII. <i>Landing or loading bags; of standard weight</i>	100 bags each not exceeding 1½ cwt.	5 0 0	6 4 0	..		
107	108	Loading and unloading	1000 coconuts.	0 5 0	0 6 0	0 12 0	(opposite godowns)
	XX. <i>Grading of coconuts, filling in bags, stitching, binding with yarn and stacking:</i>						
109	(a) in Ordinary bags	100 bags		..	21 0 0	..	
110	(b) In Bora bags	100 bora bags.		..	25 0 0	..	
	XXI. <i>Watchman</i>						
111	(a) By day	..	..	..	2 8 0	..	
	(b) By night	..	..		
	XXII. <i>Edacharaku</i>						
112					10 annas in the rupee shall be distributed as between the workmen before Deepavali of each year.		
113	<i>Overtime</i>				Re. 1/- extra in addition to the amount earned.		
	(a) After 6 p.m.						
	(b) Sundays and recognised holidays (26th January—Republic Day 15th August—Independence Day Onam)	..			Re. 1/- extra in addition to the amount earned.		
	(c) Women after 6 p.m.	..		0 8 0	Do.		
	(d) Women on Sundays	..		0 6 0	Do.		

The rates payable for head load labour Mattancherry in respect of the several items and operations shall be as set out above, subject to the following exceptions,

- (i) The above mentioned rates shall not apply to M/s. South India Corporation Limited, and the rates that shall prevail so far as this company is concerned, shall be the rate payable as per the agreements entered into with the workers like Ex. M.15, W. 18, to W. 20, and so long as these agreements remain in force.
- (ii) For the following types of cargo *viz.*, (1) 'Cupersena' (2) Bonemeal (3) Sulphur (4) D.D.T. (5) Acids and (6) Cement, the head load workers shall be paid not only the rates as for ordinary cargo (the rates as shown above) but also 50% more of the said rates by way of extra remuneration.

E. KRISHNA MURTHI,

Industrial Tribunal at Madurai.

[No. IR 2(345).]

P. S. EASWARAN, Under Secy.

